

# Agenda of Regular

## The Board of Trustees El Campo Independent School District

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A Regular of the Board of Trustees of El Campo Independent School District will be held December 15, 2014, beginning at 7:00 PM in the Boardroom, 700 W. Norris, El Campo, TX 77437.

The subjects to be discussed are as listed below.

1. Business and Operations
  - A. Review Timetable of Events for the Sale of \$9.5 Million Unlimited Tax School Building Bonds, Series 2015 4
2. Adjournment
3. Call to Order/Opening Prayer/Pledge of Allegiance
4. Public Comment
5. Recognition 8
6. Ladybird Volleyball Team
7. EC Pride and Excellence Committee
8. Consent Agenda
  - A. Curriculum and Instruction
9. Governance
  - A. Consider Approval of Minutes
10. November 17, 2014 - Regular Monthly Meeting 10
11. Business and Support Services
  - A. Monthly Report on High School Baseball and Softball Fields Complex Construction Progress Meetings 15
  - B. Monthly Report on High School Auditorium Renovation Progress Meetings 30
  - C. Review Application and Certification for Payment No. 4 - FINAL for Myatt and Northside Elementary School Security Entrances, and Northside Elementary School Canopy Addition 46
  - D. Review RWS Invoices - Application for Payment No. 7 - FINAL for Myatt and Northside Elementary School Entrances, and Northside Elementary School Canopy Addition 55
  - E. Consider Approval of Budget Amendment to Appropriate Revenue Received from SHARS (School Health and Related Services) 62
12. Review Application and Certification for Payment for Baseball and Softball Field Construction Escrow Account 65
13. Consider Approval of Budget Amendment to Appropriate Funds for Baseball and Softball Field Complex 78
14. Review Application and Certification for Payment for High School Auditorium Renovations 81

15. Consider Approval of Interlocal Agreement with Purchasing Cooperative of America	84
16. Review of Monthly Financial Reports	87
17. Review of Quarterly Financial Reports	96
18. Review of Checks Written for the Month of November, 2014	111
19. Personnel	
20. Students	
21. Curriculum and Instruction	
A. Report on Board Monitoring Document State Performance Index 4, Postsecondary Readiness - Status of Dual Credit Courses	113
22. Discuss Proposed New Course Offerings and/or Changes to Curriculum	115
23. Governance	
A. Review TASB Policy Service Localized Update 101	
24. Consider Approval of Revised Contract with RWS Architects	118
25. Consider Approval of Construction Manager at Risk as Construction Delivery Method for: Hutchins Classroom Addition and Renovations, and the Restroom / Locker Room Complex at Ricebird Stadium	167
26. Consider Authorization of Request for Qualifications for Construction Manager at Risk for the Hutchins Classroom Addition and Renovations, and the Restroom / Locker Room Complex at Ricebird Stadium, and Approval of Criteria for Evaluating Proposals	172
27. Consider Approval of Competitive Sealed Proposals as Construction Delivery Method for the Agriculture Education Project Center, and Approval of Criteria for Evaluating Proposals	176
28. Consider Approval of Board Monitoring Document Goal No. 1 - Increase Student Achievement	179
29. Annual Announcement of Individual Board Member Continuing Education Hours	197
30. Review of Proposed School Calendar for 2015 - 2016 School Year	
31. Consider Rescinding Action Taken at the Regular Meeting on September 15, 2014 to Amend Policy BE(LOCAL) With Regards to the Date and Time of Regular Meetings	
32. Discuss Annual Superintendent Performance Evaluation Process Including Date and Time of Special Meeting	
33. Closed Session:	
A. Texas Government Code §551.074 (1) PERSONNEL MATTERS, to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee	
1. Discuss Personnel Matters	
34. Personnel	
A. Consider Action on Personnel Items Discussed in Closed Session	
35. Review Status of 2014-2015 Professional Personnel Appraisal Calendar Including Certification of Completed Teacher Observations	
36. Superintendent's Report	
37. Governance	
38. Business and Support Services	
39. Personnel	

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on December 12, 2014 at 2:00 p.m.

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For the Board of Trustees

<b>Business and Operations</b>	Timetable of Events for Unlimited Tax School Building Bond Series 2015
<b>Summary</b>	After last month's meeting with the canvass of the election and discussion on how to structure the bonds so that they all remain bank qualified, the Timetable of Events for the sale of \$9.5 Million Unlimited Tax School Building Bonds, Series 2015, has been finalized. The attached Timetable of Events shows the actions to be taken by the school district, bond counsel, and financial advisor. I have highlighted the actions the district is responsible for.
<b>ECISD Board Policy</b>	CCA (LEGAL) – LOCAL REVENUE SOURCES, BOND ISSUES
<b>Effective Date</b>	December 15, 2014
<b>Previous Board Action</b>	At a Special Meeting on July 29, 2014, Lewis Wilks presented to the Board a <i>Preliminary Tax Rate Analysis</i> that contained the proposed Timetable of Events. That Timetable of Events was reviewed at the regular meeting on November 17, 2014.
<b>Future Action Expected</b>	January 19, 2015 regular meeting rescheduled to January 20, 2015.
<b>Background Information and Significant Issues</b>	<p>The following is a summary of the actions the district is responsible for:</p> <ul style="list-style-type: none"><li>• November 18 – Canvass Election (completed)</li><li>• December 3 – Information for Official Statement (completed)</li><li>• December 15-16 – Conference Call with Rating Agency (scheduled for December 17, 10:00 a.m.)</li><li>• January 20 – Pricing of Bonds</li><li>• January 20 – Adopt Order Authorizing the Sale of Bonds (regular meeting date changed from Monday, January 19<sup>th</sup>, to Tuesday, January 20<sup>th</sup>, to accommodate this action)</li></ul>

<b>Fiscal Impact</b>	Unknown.
<b>Student and Public Benefit</b>	All tasks for pricing and selling the bonds are clearly defined and scheduled.
<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• El Campo Independent School District, \$9,500,000 Unlimited Tax School Building Bonds, Series 2015 – Timetable of Events</li> </ul>
<b>Contact Person(s)</b>	<p>Mark Pool, Superintendent of Schools</p> <p>David Bright, Assistant Superintendent of Finance and Operations</p>
<b>Action Required</b>	No action required.
<b>Superintendent's Recommendation</b>	<p>This is an information item only.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>



# EL CAMPO INDEPENDENT SCHOOL DISTRICT

## \$9,500,000 UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015

### Timetable of Events

NOVEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY - 2015						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY - 2015						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
August	<b>Board Meeting</b> – Discuss and consider calling bond election for Nov. 4, 2014	ISD, BC, FA
August	Justice Department submission regarding pre-clearance of bond election	BC
8/18	Last day to call bond election for November 4, 2014	ISD, BC, FA
Sept./Oct.	Conduct community meetings informing the public of the District’s facility needs and the upcoming bond referendum	ISD, FA
10/20	First day for early voting and branch voting	ISD
10/31	Last day for early voting and branch voting	ISD
<b>11/4</b>	<b>Bond Election</b>	ISD, FA
11/12	Earliest day for the Board to canvass the election	ISD
11/14	Financial Advisor submits application to Permanent School Fund guarantee program	FA
<b>11/18</b>	<b>Last day for the Board to canvass the election</b>	<b>ISD</b>
11/19	Submit request to the District for information for the offering document	FA
<b>12/3</b>	<b>Receive information from District for official statement</b>	<b>ISD</b>
12/5	First draft of bond documents to working group	FA
12/5	Financial Advisor submits draft of bond documents to rating agencies	FA
12/11	Bond Counsel prepares draft order and draft opinion	BC
12/11	Submit Instructional Facilities Allotment (IFA) application to TEA (if applicable)	FA

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
12/12	Comments from working group on first draft of documents	BC, FA
12/15-16	Rating agency meetings/conference call	ISD, FA
12/16	Second draft of bond documents to working group	FA
12/22	Receive Permanent School Fund guarantee (if available)	FA
12/29	Second draft of comments from working group on documents	BC, FA
1/5	Final draft of bond documents to working group	FA
1/8	Final comments from working group on documents	BC, FA
1/12	Notify Texas Bond Reporter, The Bond Buyer, and Bloomberg of sale	FA
1/12	Print and distribute offering documents and order CUSIPs	FA
1/14	Receive ratings	FA
1/20	<b>Bids Due</b> - Pricing of the Bonds (11:00 am CST)	ISD, FA, P
1/20	<b>Regular Board Meeting</b> - adopt bond order authorizing the sale of the Bonds and other related matters	ISD, BC, FA
1/23	Bond counsel compiles transcript of proceedings and submits to Attorney General	BC
1/27	Print and distribute final offering documents	FA
2/10	Prepare and distribute closing memorandum	FA
2/17	<b>Deliver Bonds</b>	BC, FA, P

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***Financing Team Members:***

ISD - El Campo Independent School District

BC - Bond Counsel – Andrews Kurth LLP

FA - Financial Advisor – U.S. Capital Advisors

P - Purchaser - TBD

<b>Recognition</b>	A. Ladybird Volleyball Team B. EC Pride and Excellence Committee
<b>Summary</b>	<p><b>Ladybird Volleyball.</b> This year's Ladybird Volleyball finished district play as the runner-up in District 27 4A (Bay City, Columbus, El Campo, Royal, Sealy, and Wharton). They went on to defeat Brazosport, the third place team from District 28, in the bi-district playoff before being defeated by Wimberly in the Area playoff.</p> <p><b>EC Pride and Excellence Committee.</b> Members of the community formed the EC Pride and Excellence Committee to promote the November bond election.</p>
<b>ECISD Board Policy</b>	None.
<b>Effective Date</b>	December 15, 2014
<b>Previous Board Action</b>	The Board periodically recognizes students for their accomplishments above and beyond district level competition or faculty and staff members who have achieved some type of special recognition. This section of the agenda is also used to introduce teachers who are new to the District.
<b>Future Action Expected</b>	The Board periodically recognizes students for their accomplishments above and beyond district level competition or faculty and staff members who have achieved some type of special recognition. This section of the agenda is also used to introduce teachers who are new to the District.
<b>Background Information and Significant Issues</b>	None.
<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	The Board has the opportunity to recognize student and faculty for their extra effort.
<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.

**Other Comments and Related Issues**

None.

**Attachments**

None.

**Contact Person(s)**

Mark Pool, Superintendent of School  
Bob Gillis, Athletic Director  
Rich DuBroc, High School Principal

**Action Required  
Superintendent's  
Recommendation**

No action required.

Information item only.

**Mark Pool, Superintendent of Schools**

**Agenda Item Summary Sheet (4 A.1)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

<b>Consent Agenda: Governance</b>	Minutes of Previous Meetings
	A. November 17, 2014 – Regular Meeting
<b>Summary</b>	According to policy BE (LOCAL), BOARD MEETINGS, MINUTES, board action shall be carefully recorded by the secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.
<b>ECISD Board Policy</b>	BE (LOCAL), BOARD MEETINGS
<b>Effective Date</b>	December 15, 2014.
<b>Previous Board Action</b>	The Board approves minutes at each regular monthly meeting.
<b>Future Action Expected</b>	The Board approves minutes at each regular monthly meeting.
<b>Background Information and Significant Issues</b>	None.
<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	An accurate record of all discussions and actions by the Board of Trustees is maintained.
<b>Procedural and Reporting Implications</b>	After approval minutes are filed with the official records of the District.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.

**Attachments**

Minutes of regular and special meetings held on the following dates:

1. Regular Meeting – November 17, 2014 – 7:00 p.m.

**Contact Person(s)**

Dianne Cerny, Executive Secretary

**Action Required**

Motion, second and majority vote to approve the minutes.

**Superintendent's  
Recommendation**

I recommend you approve the minutes of previous meetings as part of the Consent Agenda.

**Mark Pool, Superintendent of Schools**

**MINUTES OF THE BOARD OF TRUSTEES  
EL CAMPO INDEPENDENT SCHOOL DISTRICT  
November 17, 2014**

The Board of Trustees of the El Campo Independent School District met in a Regular Session November 17, 2014 at the El Campo Independent School District Administration Office, 700 W Norris Street, El Campo, Texas.

**MEMBERS PRESENT:** Tommy Turner, Ralph Novosad, David Hodges, James Russell, Adam Gusman, J. J. Croix

**MEMBERS ABSENT:** Cecil Davis

**OTHERS PRESENT:** Mark Pool, David Bright, Carolyn Gordon, Kelly Waters, Dianne Cerny, Scott Gelardi, Mark Freeman, Dan Hammock, Ann Strarup, Herlinda Reese, Priscilla Perez, Andrea Ferrer, Maria Guajardo, Mark Conjerde, Charlotte Brown, Karen Connor, Brandon Gardner, Cynthia Baeza, Ismael Garza, Jessica Hearse, James Johns, Lequetta Shorter, Lindsay Earls, Christie Edison, Wykisha Bishop, Kaydra Sparks, Beatriz Aldaveda, Sandra Sanchez, Gilberto Garza, Michael Moon, Elida Aguilera, Florenis Valenzuela, Maria Valenzuela, Alicia Stary, Maurie Couey, Rebecca Crowell, Rich DuBroc, Shavonne Shorter, Juanita Alderas, Estrella Mejorado, Martha Hernandez, Breanna Martinez, Jason Martrinez, Madaeline Martinez, Diana Mancias, Aidan Mancias, Savannah Gonzales, Sally Hogan, Maria L. Addarera, Turk Krenek, Melissa Miller, Jama Allen, Anjouli Allen, Sharon George, Delfarzo George, Evon Martinez, Cynthia Pazas-Olguin

Board President Tommy Turner called the meeting to order at 7:01 p.m. Tommy Turner gave the opening prayer followed by the Pledge of Allegiance. There was a quorum present.

**PUBLIC COMMENT:** Ann Strarup made a Public Comment regarding the buses and asked that the Board would consider adding busing for students.

A petition to call an election was turned in at the November 17, 2014 board meeting.

**RECOGNITION:** The Ladybird Volleyball Team will be recognized at the December board meeting.

**CONSENT AGENDA:** A motion was made by J. J. Croix and seconded by James Russell to approve the consent agenda:

- A. Governance
  - 1. Consider Approval of the Minutes
    - a. October 20, 2014 – Special Meeting of a Public Hearing – Financial Management Report 2014 School FIRST Rating
    - b. October 20, 2014 – Regular Meeting
- B. Business and Support Service
  - 1. Monthly Report on High School Baseball and Softball Fields Complex Construction Progress Meetings
  - 2. Monthly Report on high School Auditorium Renovation Progress Meeting
  - 3. Review Application and Certification for Payment for High School Auditorium Renovations
  - 4. Review RWS Invoices for El Campo High School Auditorium Renovations

5. Consider Approval of Change Order and Final Application for Payment for ECHS Tennis Court Overlay, and Ricebird Stadium Track Repair and Sidewalk Addition
  6. Review RWS Invoices for CHS Tennis Court Overlay, and Ricebird Stadium Track Repair and Sidewalk Addition
  7. Consider Annual Resolution to Commit Fund Balance
  8. Review of Monthly Financial Reports
  9. Review of Checks Written for the Month of October, 2014
- C. Personnel
  - D. Curriculum and Instruction
  - E. Students

Motion carried by a 6-0-1 vote with Trustee Cecil Davis being absent.

### ***CURRICULUM AND INSTRUCTION***

**REPORT ON SPECIAL EDUCATION PERFORMANCE BASED MONITORING ANALYSIS SYSTEM:** Dan Hammock, Director of Special Education Services and Kelly Waters, Assistant Superintendent of Curriculum and Instruction, reported on the Special Education Performance Based Monitoring Analysis System.

### ***BUSINESS AND OPERATIONS***

**DISCUSS PROPOSED STRUCTURE FOR UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015 AND SERIES 2016:** Mr. Pool and the Board discussed the proposed structure for Unlimited Tax School Building Bonds, Series 2015 and Series 2016.

**REVIEW PROPOSED TIMETABLE OF EVENTS FOR UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015:** Mr. Pool reviewed the proposed timetable of events for Unlimited Tax School Building Bonds, Series 2015.

**CONSIDER APPROVAL OF A REIMBURSEMENT RESOLUTION FOR UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2015:** A motion was made by J. J. Croix and seconded by David Hodges to approve a Reimbursement Resolution for Unlimited Tax School building Bonds, Series 2015. Motion carried by a 6 – 0 – 1 vote with Trustee Cecil Davis being absent.

**REVIEW PRELIMINARY TIMELINE FOR PROPOSED RENOVATION AND NEW CONSTRUCTION PROJECTS:** Mr. Pool and the Board reviewed the preliminary timeline for proposed renovation and new construction projects.

**REVIEW OF STUDENT TRANSPORTATION DATA AND DISCUSS POSSIBILITY OF INTERNAL AUDIT:** Mr. Pool and the Board reviewed student transportation data and discussed the possibility of an internal audit.

### ***GOVERNANCE***

**CANVAS ELECTION RESULTS OF NOVEMBER 4, 2014, BOND REFERENDUM AND TAKE NECESSARY ACTION TO CERTIFY ELECTION:** The Board canvassed the election results of November 4, 2014, Bond Referendum. A motion was made by James Russell and seconded by Adam Gusman to

**CONSIDER RESCHEDULING REGULAR BOARD MEETING ON JANUARY 19<sup>TH</sup> TO TUESDAY, JANUARY 20, 2015:** The Board agreed to reschedule the regular board meeting from January 19<sup>th</sup> the Tuesday, January 20, 2015.

**REVIEW OF DISTRICT POLICY ON STANDARDIZED DRESS:** The Board reviewed the District Policy on Standardized Dress.

**REVIEW OF BOARD MEMBER CONTINUING EDUCATION HOURS:** Mr. Pool reviewed Board member Continuing Education hours.

***CLOSED SESSION***

**EXECUTIVE SESSION:** There was no closed session.

***PERSONNEL***

**REVIEW OF STATUS OF PERSONNEL PERFORMANCE EVALUATION PROCESS:**

**CONSIDER APPROVAL OF PERSONNEL RECOMMENDATION FOR MIDDLE SCHOOL ENGLISH LANGUAGE ARTS:** A motion was made by J. J. Croix and seconded by James Russell to approve Megan Pyle as the Middle School English Language Arts Teacher. Motion carried by a 6 – 0 – 1 vote Trustee Cecil Davis being absent.

***SUPERINTENDENT'S REPORT***

- A. Governance
- B. Business and Support Services
- C. Personnel
- D. Curriculum and Instruction
- E. Students
- F. Community and Governmental Relations

There being no further discussion, the meeting adjourned at 8:38 p.m.

DRAFT

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

**Agenda Item Summary Sheet (4 B.1)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda  
Business and Support  
Services**

Report on High School Baseball and Softball Fields Complex  
Construction Progress Meeting

### **Summary**

Progress Meeting No. 24 was held on December 11, 2014. The following is a list of the work completed and the projected work reviewed and discussed at the meeting:

#### **Progress Meeting No. 24 – December 11, 2014**

##### **Work Completed**

1. Sound system installation complete
2. Exterior painting 98% complete
3. Ornamental fencing complete
4. Chain link fencing 98% complete
5. Railings at dugouts 60% complete
6. Dugout benches 75% complete
7. EDF at dugouts and Concessions complete
8. Foul pole installation complete
9. Flagpole installation complete
10. Toilet partitions 65% complete
11. Turf at batting cages complete
12. Cable system at batting cage nets ongoing
13. Limestone at parking area 65% complete

##### **Projected Work**

1. Complete limestone at parking
2. Complete exterior painting
3. Complete chain link fencing gates
4. Complete dugout railing fence fabric
5. Complete toilet partitions
6. Complete dugout benches
7. Install bat and helmet racks
8. Install supports for scoreboards
9. Hydromulch common areas
10. Install batting cage nets / backstop nets

Punch list walk through is scheduled for December 23, 2014.

**ECISD Board Policy**

None.

**Effective Date** December 15, 2014

**Previous Board Action** During the construction phase of this project we will designate a section of the consent agenda each month to review and/or discuss construction issues.

**Future Action Expected** During the construction phase of this project we will designate a section of the consent agenda each month to review and/or discuss construction issues.

**Background Information and Significant Issues** The following Change Proposals have been approved:

- **No. 1** - Provide deletion of dug-out storage buildings. Provide storage at batting cages. Add \$696.00.
- **No. 2** – Provide relocation of chain link fencing from baseball batting cages to outfield fence along swale and sidewalk. No Charge.
- **No. 3** – Reduce length of the raised section of outfield fence by 40 ft at Boys’ Baseball Field. Deduct (\$5,200.00)
- **No. 4** – Provide hydromulch in lieu of solid sod at commons areas. Deduct (\$17,517.25).
- **No. 5** – Install Owner provided drinking fountains at dugouts. Deduct (\$1,772.00)
- **No. 6** – Provide two 12’ gates into commons area for equipment. Add \$1,900.00. (pending Little League approval)
- **No. 7** – Provide seamless aluminum gutter system at dugout roofs. Add \$1,600.00. (pending Little League approval)

**Total Change Orders to Date..... (\$20,293.25)**

**Fiscal Impact** The Guaranteed Maximum Price for this project is \$2,386,707.00, which includes the following allowances:

- Graphics/ Front Entry.....\$4,000.00
- Materials Testing / Survey .....\$19,000.00
- **TOTAL .....\$23,000.00**
- Total Change Proposals Approved..... (\$23,793.25)
- **Remaining Allowances Balance after CPRs ..... \$46,793.25**
- Estimate of Pending CPRs ..... (\$3,500)
- **Remaining Balance..... \$43,293.25**

<b>Student and Public Benefit</b>	The Board and the general public are appropriately informed about the progress on the capital improvement projects.
<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	<p>We finally received a quote from Spectrum Scoreboards to take the existing 20 ft. baseball scoreboard and 14 ft. softball scoreboard down and transport them to the new fields and reinstall them. The quote included an option for a new arched truss sign for the top of each of those scoreboards. Total quote was \$9,290.50.</p> <p>Spectrum also quoted moving and installing the 20 ft. scoreboard at the new softball field and installation of a new scoreboard at the new baseball field. Total quote with the arched truss was 27,949.50.</p> <p>A second alternate for new scoreboards at both of the new fields was also provided. Total quote for two new scoreboards was \$45,001.00</p> <p>We plan to proceed with the original plan of moving the existing scoreboards, plus adding the arched truss signs at the top of each. The district is responsible for this expense. We have saved more than enough money on the project to cover this expense.</p>
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Construction Project Meeting No. 24, December 11, 2014</li> <li>• Quotations from Spectrum Scoreboards</li> </ul>
<b>Contact Person(s)</b>	Mark Pool, Superintendent of School
<b>Action Required</b>	No action required.
<b>Superintendent's Recommendation</b>	Information only. <b>Mark Pool, Superintendent of Schools</b>



# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD

Date: Thursday, December 11, 2014

El Campo Independent School District  
New Baseball - Softball Complex

Time: 10:00 AM

Location: ECISD Administration Building

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PROGRESS MEETING NO. 24

AGENDA

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1. Review Previous Weeks Meeting Minutes
  - a. Status of action items
  - b. Comments or Changes
  
2. Review Logs - Discuss Outstanding Issues
  - a. RFI Logs
  - b. Submittal Logs
  - c. Minor Changes & Clarifications
  - d. Change Proposal Request & Change Proposals
  - e. Allowance Expenditure Authorizations
  
3. Review Schedule
  - a. Review work progress since previous meeting
  - b. Overall construction schedule and 3 week look ahead
  - c. Identify any material delivery issues or issues that may create delays
  - d. Change Proposal Request & Change Proposals
  
4. Review Field and Quality Control Issues
  - a. Previous week activity: Observations, problems, conflict, field directives
  - b. Schedule pre-installation conferences this week
  - c. Schedule inspections this week
  - d. Other issues and questions
  
5. New Issues
  - a. Polasek Construction, Inc.
  - b. El Campo Independent School District
  - c. RWS Architects, Inc.
  
6. Scheduled Meetings
  - a. Progress Meeting Number 25 to be held on TBD at the ECISD Administration building.



# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • INSTITUTIONAL

## MEETING MINUTES - ECHS Athletic Complex

**Date of Issue:** 12/11/14

**Date of Meeting:** 11/13/14

**Place of Meeting:** ECISD Administration Building

**Time of Meeting:** 8:30 AM

**Subject:** Progress Meeting # 23

**Present:**

Mark Pool, Superintendent	El Campo ISD	
Jeff Balcar	El Campo ISD	
Tim Supak	El Campo ISD - Trustee	(absent)
Malcolm Gaus	RWS Architects, Inc.	
Greg Polasek	Polasek Construction, Inc.	
Tom Coblenz	Polasek Construction, Inc.	(absent)
Kevin Stehling	Polasek Construction, Inc.	
Brent Bubela	El Campo Little League	(absent)
Pat Krpec	El Campo Little League	(absent)
David Bright	El Campo ISD	
Tommy Turner		

**Distribution:** All Attendees

**Submitted By:** Greg Polasek, Project Manager, Polasek Construction, Inc.

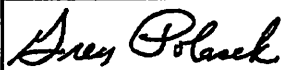
Item No.	Item Description	Responsibility	Due Date	Status
1.0	<u>PREVIOUS ISSUES:</u>			
Mtg				
19	19.02 Mark requested that he be notified in advance should the city proceed with installation of water meter for irrigation of fields.	PCI		Closed
20	20.01 ECISD requested that we swap bullpen orientation at the girls softball field.	PCI		Closed
	20.02 ECISD requested the possibility of a curb at the entrance to the bullpen from the dugout on the baseball field. This will help maintain the mound surface in the bullpen.			Open
21	21.01 Mark Pool requested pricing to install gutters at the dug-out roofs. <b>Reprice as residential type.</b>	PCI		Closed
22	22.01 none			

Item No.	Item Description	Responsibility	Due Date	Status
2.0	<p><b><u>A. CONSTRUCTION PROGRESS:</u></b></p> <ol style="list-style-type: none"> <li>1. Concrete paving / walks complete</li> <li>2. Lime stabilization at parking complete</li> <li>3. Final site grading complete</li> <li>4. Concrete footings for site lighting complete</li> <li>5. Sound system installation 55% complete</li> <li>6. Irrigation system at commons area complete</li> <li>7. Exterior paint 90% complete</li> <li>8. Chain link fencing 98% complete</li> <li>9. Permanent electrical complete</li> <li>10. Misc trim and downspouts at batting cages complete</li> <li>11. Coring for rails at dugouts complete</li> <li>12.</li> </ol> <p><b><u>B. PROJECTED WORK:</u></b></p> <ol style="list-style-type: none"> <li>1. Begin limestone installation at parking</li> <li>2. Complete exterior painting</li> <li>3. Complete chain link fencing gates</li> <li>4. Install ornamental fencing</li> <li>5. Install railing at dugouts</li> <li>6. Install supports for scoreboards</li> <li>7. Complete sound system installation</li> <li>8. Install toilet partitions / accessories</li> <li>9. Hydromulch common areas</li> <li>10. Install batting cage nets / backstop nets</li> <li>11.</li> </ol>			
3.0	<p><b><u>C. MATERIALS DELIVERY ISSUES / DELAYS:</u></b></p> <ol style="list-style-type: none"> <li>1.</li> </ol> <p><b><u>FIELD ISSUES AND QUALITY CONTROL:</u></b></p> <ol style="list-style-type: none"> <li>1.</li> </ol> <p><b><u>Comments related to construction activity</u></b></p> <p><b><u>Scheduled pre-installation conferences:</u></b></p> <ol style="list-style-type: none"> <li>1.</li> </ol>			

Item No.	Item Description	Responsibility	Due Date	Status
4.0	<b>DOCUMENT STATUS LOGS:</b> Submittal Log reviewed with the following comments: Outstanding: Current:			
4.1	<u>RFI Log reviewed:</u> None			
4.2	<u>CPR / AEA Log reviewed:</u> Outstanding: None Current: <u>Note:</u>  <u>Minor Changes and Clarifications:</u> None			
5.0 Mtg 23	<b>NEW ISSUES</b>  23.01 CP for residential gutters approved. Color selection is black.  23.02 PCI to verify scoreboard supports with Spectrum based on purchase of new scoreboards. ECISD to notify PCI of their final decision concerning the purchase.  23.03 ECISD voiced a concern for the dugout concrete. Shrinkage cracks are evident between control joints.  23.04			Closed  Open  Closed

**Next Team Meeting TBD**

The preceding summation is our interpretation of the items discussed at the referenced meeting. Any persons desiring to add to or otherwise correct the minutes are requested to put their comments in writing to the project manager on or before the next meeting. Otherwise, the minutes will stand as written.



Greg Polasek  
Project Manager  
Polasek Construction, Inc.

**END OF MINUTES**



# **POLASEK CONSTRUCTION, INC.**

**GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD**

## **El Campo Independent School District Baseball - Softball Athletic Complex**

### **Project Overview**

---

<b>Meeting Location:</b>	Administration Bldg. El Campo, Texas	<b>Date:</b>	12/10/2014
		<b>Time:</b>	10:00 AM

---

#### **1. SCHEDULE AND PROGRESS:**

##### **A. WORK COMPLETED**

1. Sound system installation complete
2. Exterior painting 98% complete
3. Ornamental fencing complete
4. Chain link fencing 98% complete
5. Railings at dugouts 60% complete
6. Dugout benches 75% complete
7. EDF at dugouts and Concessions complete
8. Foul pole installation complete
9. Flaggpole installation complete
10. Toilet partitions 65% complete
11. Turf at batting cages complete
12. Cable system at batting cage nets ongoing
13. Limestone at parking area 65% complete

##### **B. PROJECTED WORK:**

1. Complete limestone at parking
2. Complete exterior painting
3. Complete chain link fencing gates
4. Complete dugout railing fence fabric
5. Complete toilet partitions
6. Complete dugout benches
7. Install bat and helmet racks
8. Install supports for scoreboards
9. Hydromulch common areas
10. Install batting cage nets / backstop nets
- 11.
- 12.
- 13.
- 14.

#### **2. FIELD ISSUES**

##### **A. OUTSTANDING**

- 1.

##### **B. CURRENT**

- 1.

Baseball – Softball Athletic Complex – Progress Report Photos



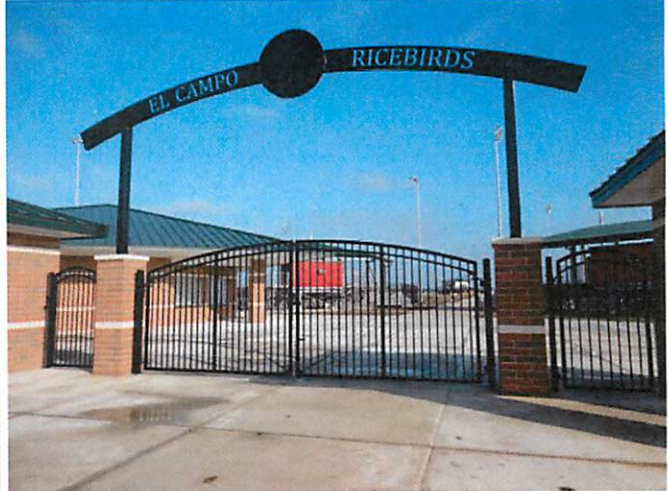
1. Limestone installation at parking area



2. Limestone installation at parking area



3. Turf installation at batting cage



4. Ornamental gates at front entry



5. Turf installation at batting cage



6. Toilet partitions at women's restroom

Baseball – Softball Athletic Complex – Progress Report Photos (2)



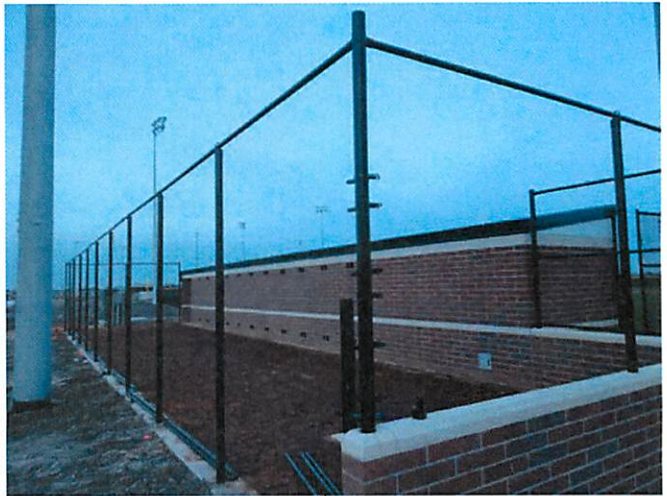
7. Gutter installation at dugouts



8. Protective pipe rail at dugouts



9. Post installation at security fencing



10. Bullpen at baseball 3<sup>rd</sup> base dugout



11. Sound system speaker



# CHANGE PROPOSAL REQUEST LOG

Project: El Campo ISD  
Baseball and Softball Complex  
Project No. 1388  
Architect: RWS Architects  
Contractor: Polasek Construction, Inc.  
12/11/14



## SUMMARY ( ALLOWANCES )

Graphics / Front Entry	\$	4,000.00
Materials Testing / Surveying	\$	19,000.00

TOTAL ALLOWANCE AMOUNT	\$	23,000.00
------------------------	----	-----------

CPR TOTAL APPROVED TO DATE  
REMAINING BALANCE AFTER APPROVED CPRs

	(\$23,793.25)
	\$ 46,793.25

TOTAL ESTIMATED/ PENDING CPRs

	\$3,500.00
	\$ 43,293.25

REMAINING BALANCE AFTER PENDING AND APPROVED CPRs



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10048 Easthaven Blvd. • Houston, TX 77075 • Ph: 713-944-6200 • 800-392-5050 • Fax: 713-944-1290 • spectrumscoreboards.com

QUOTATION

December 10, 2014

TO: Jeff Balcar, Dir. of Maint.
El Campo I. S. D.

RE: RELOCATE BASEBALL & SOFTBALL SCOREBOARDS AT EL CAMPO HIGH SCHOOL

We would like to offer our price quotation as follows:

Table with 2 columns: Description and Price. Items include Take Down Model 9920 Baseball Scoreboard & Sign (\$600), Take Down Model 9214 Softball Scoreboard & Sign (\$300), Reinstall Baseball Scoreboard & Sign on new Field/Structure (\$1,741), Reinstall Softball Scoreboard & Sign on new Field/Structure (\$1,215), and Scoreboard Control Cable with control plugs (\$550).

Does not include Support Structures, running data cable, electrical power, or conduit work. Does include taking down existing scoreboards and signs and relocating, hoisting and welding of scoreboards and signs to new structures on new fields. Also includes final connection of the electrical power to the scoreboards and final connection of the control cable to the scoreboards and at the control console locations.

TOTAL----- \$ 4,406

OPTIONS:

Table with 2 columns: Description and Price. Options include One (1) Custom 3' x 20' Arched Truss (ADD) \$ 3,117.50 and One (1) Custom 2' x 14' Arched Truss (ADD) \$ 1,767.00.

We value our longstanding relationship with El Campo ISD and we look forward to working with you on this project soon.

Sincerely,
Jason Bishop
Regional Sales

JFB\lik\ELCAMPOHS-RELOCATE

\*\*Prices are valid for 90 Days.



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QUOTATION

December 10, 2014

TO: Jeff Balcar, Dir. of Maint.  
El Campo I. S. D.

RE: BASEBALL & SOFTBALL SCOREBOARDS FOR EL CAMPO HIGH SCHOOL

We would like to offer our price quotation as follows:

ONE – Take Down Model 9920 Baseball Scoreboard & Sign. -----	\$ 600
ONE – Reinstall Baseball Scoreboard on new Softball Field/Structure.-----	1,741
ONE – SPECTRUM Model 9928-C3 Baseball Scoreboard with our exclusive Perma-Coat Enamel Finish in <i>Red, Black &amp; White</i> with “RICEBIRDS” in place of HOME and <i>Ricebird Mascot</i> on face of scoreboard. Includes ‘Smart Power’ Surge Arrestor.-----	15,302
ONE – 3’ x 28’ Custom Arched Truss. -----	4,037
1,000’ – Scoreboard Control Cable with control plugs.-----	550
<b>Delivery, Installation and Final Hookup.</b> Does <i>not</i> include Support Structures, running data cable, electrical power, or conduit work. Does include <u>taking down existing scoreboards and signs</u> and relocating, delivery, assembly, hoisting and welding of scoreboards and signs to new structures on new fields. Also includes final connection of the electrical power to the scoreboards and final connection of the control cable to the scoreboards and at the control console locations.-----	<u>2,602</u>
<b>TOTAL-----</b>	<b>\$ 24,832</b>

**OPTIONS:**

One (1) Custom 3’ x 20’ Arched Truss (ADD) ----- \$ 3,117.50.

We value our longstanding relationship with *El Campo ISD* and we look forward to working with you on this project soon.

Sincerely,  
*Jason Bishop*  
Regional Sales

JFB\lik\ELCAMPOHS-BASEBALL2

\*\*Prices are valid for 90 Days.



QUOTATION  
December 10, 2014

TO: Jeff Balcar, Dir. of Maint.  
El Campo I. S. D.

RE: BASEBALL & SOFTBALL SCOREBOARDS FOR EL CAMPO HIGH SCHOOL

We would like to offer our price quotation as follows:

ONE – SPECTRUM Model 9928-C3 Baseball Scoreboard with our exclusive Perma-Coat Enamel Finish in <i>Red, Black &amp; White</i> with “RICEBIRDS” in place of HOME and <i>Ricebird Mascot</i> on face of scoreboard. Includes ‘Smart Power’ Surge Arrestor. -----	\$ 15,302
ONE – SPECTRUM Model 9820-C2 Softball Scoreboard with our exclusive Perma-Coat Enamel Finish in <i>Red, Black &amp; White</i> with “RICEBIRDS” in place of HOME and <i>Ricebird Mascot</i> on face of scoreboard. Includes ‘Smart Power’ Surge Arrestor. -----	13,285
ONE – 3’ x 28’ Custom Arched Truss. -----	4,037
ONE – 3’ x 20’ Custom Arched Truss. -----	2,741
1,000’ – Scoreboard Control Cable with control plugs. -----	550
Delivery, Installation and Final Hookup. Does <i>not</i> include Support Structures, running data cable, electrical power, or conduit work. Does include <u>taking down existing scoreboards and signs</u> and delivery, assembly, hoisting and welding of new scoreboards and signs to new structures on new fields. Also includes final connection of the electrical power to the scoreboards and final connection of the control cable to the scoreboards and at the control console locations. -----	<u>9,096</u>
<b>TOTAL DELIVERED &amp; INSTALLED -----</b>	<b>\$ 45,011</b>

We value our longstanding relationship with *El Campo ISD* and we look forward to working with you on this project soon.

Sincerely,  
*Jason Bishop*  
Regional Sales

JPB\lik\ELCAMPOHS9928U3C-9820U2C2

\*\*Prices are valid for 90 Days.

**Agenda Item Summary Sheet (4 B.4)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda  
Business and Support  
Services**

Report on Auditorium Renovation Construction Progress Meeting

**Summary**

Progress Meeting No. 5 was held on December 11, 2014. The following is a list of the work completed and the projected work reviewed and discussed at each meeting:

**Progress Meeting No. 5 – December 11, 2014**

**Work Completed**

1. Partial hollow metal door frame delivery complete
2. Stage demolition complete
3. Ceiling tile removal complete
4. Plumbing rough-in at restrooms complete
5. Masonry partitions at restrooms complete
6. Spray insulation at exterior cavity walls 45% complete
7. Millwork meeting held at site
8. Stage lighting site visit / verifications complete
9. Framing material for stage and sound platform delivered

**Projected Work**

1. Complete Lobby demolition
2. Lay masonry at interior Ticket Booth
3. Lay masonry at curved partition for stair vestibule
4. Frame stage right floor and front curb / wall
5. Frame sound platform
6. Complete spray insulation
7. Begin electrical rough at seating area
8. Begin drywall at seating area
9. Stage flooring subcontractor site visit
10. Meeting with sound system subcontractor

**ECISD Board Policy**

None.

**Effective Date**

December 15, 2014

**Previous Board Action**

During the construction phase of this project we will designate a section of the consent agenda each month to review and/or discuss construction issues.

**Future Action Expected** During the construction phase of this project we will designate a section of the consent agenda each month to review and/or discuss construction issues.

**Background Information and Significant Issues** The following Change Proposals have been approved:

- **No. 1** – Provide credit for removal of seating prior to scaffold installation. Deduct (\$3,500)
- **No. 2** – Provide credit for lavatory chase walls at restrooms (2). Existing partition is not a chase. (pending)

**Total Change Orders to Date..... (\$3,500.00)**

**Fiscal Impact** The Guaranteed Maximum Price for this project is \$1,945,206, which includes the following allowances:

- Owners Contingency .....\$25,000.00
- Finish Hardware.....\$58,445.00
- Contractor Contingency .....\$15,000.00
- **TOTAL .....\$98,445.00**
- Total Change Proposals Approved..... (\$3,500.00)
- **Remaining Allowances Balance..... \$101,945.00**

**Student and Public Benefit** The Board and the general public are appropriately informed about the progress on the capital improvement projects.

**Procedural and Reporting Implications** None.

**Public Comments** None.

**Alternatives** None.

**Other Comments and Related Issues** None.

**Attachments**

- Construction Project Meeting No. 5, December 11, 2014
- Change Proposal No. 1

**Contact Person(s)** Mark Pool, Superintendent of School

**Action Required** No action required.

**Superintendent's Recommendation** Information only.

**Mark Pool, Superintendent of Schools**



# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD

Date: Thursday, December 11, 2014

El Campo Independent School District  
Renovations for El Campo High School Auditorium

Time: 10:00 AM

Location: ECISD Admin Building

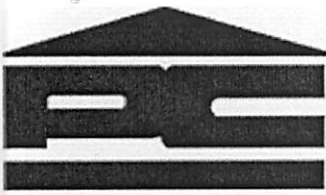
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PROGRESS MEETING NO. 5

AGENDA

---

1. Review Previous Weeks Meeting Minutes
  - a. Status of action items
  - b. Comments or Changes
  
2. Review Logs - Discuss Outstanding Issues
  - a. RFI Logs
  - b. Submittal Logs
  - c. Minor Changes & Clarifications
  - d. Change Proposal Request & Change Proposals
  - e. Allowance Expenditure Authorizations
  
3. Review Schedule
  - a. Review work progress since previous meeting
  - b. Overall construction schedule and 3 week look ahead
  - c. Identify any material delivery issues or issues that may create delays
  - d. Change Proposal Request & Change Proposals
  
4. Review Field and Quality Control Issues
  - a. Previous week activity: Observations, problems, conflict, field directives
  - b. Schedule pre-installation conferences this week
  - c. Schedule inspections this week
  - d. Other issues and questions
  
5. New Issues
  - a. Polasek Construction, Inc.
  - b. El Campo Independent School District
  - c. RWS Architects, Inc.
  
6. Scheduled Meetings
  - a. Progress Meeting Number 06 to be held on TBD at the admin building.



# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • INSTITUTIONAL

## MEETING MINUTES - Renovations for El Campo High School Auditorium

**Date of Issue:** 12/11/14  
**Date of Meeting:** 11/13/14  
**Place of Meeting:** ECISD Admin Building  
**Time of Meeting:** 8:30 AM  
**Subject:** Progress Meeting # 4  
**Present:** Mark Pool, Superintendent El Campo ISD  
 Jeff Balcar El Campo ISD  
 David Bright El Campo ISD  
 Malcolm Gaus RWS Architects, Inc.  
 Greg Polasek Polasek Construction, Inc.  
 Kevin Stehling Polasek Construction, Inc.  
 Tom Coblentz Polasek Construction, Inc. (absent)  
 Tommy Turner El Campo ISD  
**Distribution:** All Attendees

Submitted By: Greg Polasek, Project Manager, Polasek Construction, Inc.

Item No.	Item Description	Responsibility	Due Date	Status
1.0	<u>PREVIOUS ISSUES:</u>			
Mtg 2	2.01 Protection of curtains was discussed. Malcolm suggested bagging in place. Contact Texas Scenic for bags and recommendation. <b>PCI to check with Texas Scenic regarding availability and price of storage boxes.</b> PCI to wrap curtains in place.	PCI		Closed
3	3.01 Discussion concerning additions and their start time based on bond election. Will know results at next meeting.	PCI		Closed
2.0	<u>A. CONSTRUCTION PROGRESS:</u> 1. Scaffold erection complete 2. Restroom demolition complete 3. Door frame field verification complete 4. 5. 6.  <u>B. PROJECTED WORK:</u> 1. Complete Lobby demolition 2. Complete Stage demolition 3. Complete ceiling tile removal at seating area 4. Begin plumbing rough-in at Lobby restrooms 5. Field verify millwork dimensions			

Item No.	Item Description	Responsibility	Due Date	Status
3.0	<p><u>C. MATERIALS DELIVERY ISSUES / DELAYS:</u></p> <p>1.</p> <p><u>FIELD ISSUES AND QUALITY CONTROL:</u></p> <p>1.</p> <p><u>Comments related to construction activity</u></p> <p><u>Scheduled pre-installation conferences:</u></p> <p>1.</p>			
4.0	<p><u>DOCUMENT STATUS LOGS:</u></p> <p><u>Submittal Log reviewed with the following comments:</u></p> <p>Outstanding:</p> <p>Current:</p>			
4.1	<p><u>RFI Log reviewed:</u></p> <p>None</p>			
4.2	<p><u>CPR / AEA Log reviewed:</u></p> <p>Outstanding: None</p> <p>Current:</p> <p><u>Note:</u></p> <p><u>Minor Changes and Clarifications:</u> None</p>			
5.0	<p><u>NEW ISSUES</u></p>			
Mtg 4	<p>4.01 Discussion held concerning sink at dressing rooms. ECISD requirement for multi-purpose use as well as lavatory. Verify with plumber and submit for approval.</p> <p>4.02 Discussion concerning finish on millwork. All parties agreed to use a natural finish.</p> <p>4.03 Photographs of existing conditions above exterior soffit at north entry were reviewed by All. Discussion resulted in a recommendation to price installing an insulated metal stud partition with one side of dens-glass above exterior wall.</p> <p>4.04</p>	<p>PCI</p> <p>PCI</p>		<p>Open</p> <p>Closed</p> <p>Open</p>

**Next Team Meeting 11/13/2014 @ 10:00 am**

The preceding summation is our interpretation of the items discussed at the referenced meeting. Any persons desiring to add to or otherwise correct the minutes are requested to put their comments in writing to the project manager on or before the next meeting. Otherwise, the minutes will stand as written.



Greg Polasek  
Project Manager  
Polasek Construction, Inc.

**END OF MINUTES**



# **POLASEK CONSTRUCTION, INC.**

**GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • DESIGN BUILD**

## **El Campo Independent School District Renovations for EL Campo High School Auditorium**

### **Project Overview**

---

<b>Meeting Location:</b>	ECISD Admin Building El Campo, Texas	<b>Date:</b>	12/11/2014
		<b>Time:</b>	10:00 AM

---

#### **1. SCHEDULE AND PROGRESS:**

##### **A. WORK COMPLETED**

1. Partial hollow metal door frame delivery complete
2. Stage demolition complete
3. Ceiling tile removal complete
4. Plumbing rough-in at restrooms complete
5. Masonry partitions at restrooms complete
6. Spray insulation at exterior cavity walls 45% complete
7. Millwork meeting held at site
8. Stage lighting site visit / verifications complete
9. Framing material for stage and sound platform delivered
- 10.
- 11.
- 12.

##### **B. PROJECTED WORK:**

1. Complete Lobby demolition
2. Lay masonry at interior of Ticket booth
3. Lay masonry at curved partition for stair vestibule
4. Frame stage right floor and front curb / wall
5. Frame sound platform
6. Complete spray insulation
7. Begin electrical rough at seating area
8. Begin drywall at seating area
9. Stage flooring subcontractor site visit
10. Meeting with sound system subcontractor
- 11.
- 12.

#### **2. FIELD ISSUES**

##### **A. OUTSTANDING**

1. Verify anchor bolt size - RFI
2. Color Selections
3. Masonry Color

##### **B. CURRENT**

- 1.
- 2.
- 3.

High School Auditorium Renovations – Progress Report Photos



1. Spray foam insulation equipment



2. Exterior wall sprayed insulation



3. Exterior wall sprayed insulation



4. Exterior wall sprayed insulation



5. CMU and door frame at storage



6. CMU partition at Men's restroom

**POLASEK CONSTRUCTION INC.**

**SUBMITTAL LOG - El Campo ISD - Renovations for El Campo High School Auditorium** **December 11, 2014**

Specified Division	Submittal No.	Description	Submitted By	Date Submitted	Consultant		Date Returned	Rev'd.	Rev'd As Noted	Rev. & Resub	Rej.	Remarks
					To	From						
03200		Pier Steel Reinf	South Texas Steel									
03200-F		Concrete Reinf	South Texas Steel									
03300		Concrete Design	Alamo Concrete									
04200	04200-14	Unit Masonry	C & S Masonry	10/30/2014			11/5/2014		X			Released
05120		Structural Steel	Henderson Fab									
05210		Steel Joists	Henderson Fab									
05500		Metal Handrails	Henderson Fab									
06220	06220-24	Millwork	KP Cabinets	11/17/2014			11/19/2014		X			Released
06400	06400-24	Arch Woodwork	KP Cabinets	11/17/2014			11/19/2014		X			Released
07160	07160-03	Dampproofing	Hervey Barlow	9/22/2014			10/1/2014		X			
07210	07210-03	Rigid Insulation	Hervey Barlow	9/22/2014			10/1/2014		X			
07229	07229-12	Spray Insulation	Garland Insulating	10/30/2014			11/5/2014		X			Released
07510	07510-23	Membrane Roofing	Easley Construction	11/11/2014			11/19/2014		X			Color Pending
07920	07920-03	Sealants	Hervey Barlow	9/22/2014			10/1/2014		X			Color Pending
08114	08114-25	Hollow Metal	H & H Overhead Door	11/17/2014			11/24/2014		X			CP Required - Released
08221	08221-26	Wood Doors	H & H Overhead Door	11/17/2014			11/24/2014	X				Color Pending
08715	08715-27	Finish Hardware	H & H Overhead Door	11/17/2014			11/24/2014		X			Released
08801	08801-22	Glass	Theut Glass	11/4/2014			11/19/2014		X			
09102		Plaster Systems	Cryer Plastering									
09261	09261-11	Drywall Systems	Sealy Commercial	10/30/2014			11/12/2014	X				Released
09510	09510-13	Acoustical Ceiling	Prihoda Acoustical	10/30/2014			11/5/2014		X			Released
09580	09580-21	Hardwood Flooring	Bauer Sport Floors	11/4/2014			11/12/2014		X			Released
09660	09660-02	Resilient Tile	AECO	9/22/2014			10/1/2014	X				Color Pending
09678	09678-02	Resilient Base	AECO	9/22/2014			10/1/2014	X				Color Pending
09760	09760-03	Concrete Sealer	Hervey Barlow	9/22/2014			10/1/2014		X			
09682	09682-01	Carpet	AECO	9/22/2014			10/1/2014	X				Color Pending
09900	09900-20	Paint	Ideal Finishes	11/4/2014			11/12/2014		X			Color Pending
10102	10102-05	Tackboards	Crossroad Specialties	10/1/2014			10/9/2014		X			Color Pending
10167	10167-06	Toilet Partitions	Crossroad Specialties	10/1/2014			10/9/2014		X			Color Pending
10401		Graphics	South Texas Graphics									
10800	10800-07	Toilet Accessories	Crossroad Specialties	10/1/2014	37							

**POLASEK CONSTRUCTION INC.**

**SUBMITTAL LOG - El Campo ISD - Renovations for El Campo High School Auditorium** **December 11, 2014**

Specified Division	Submittal No.	Description	Submitted By	Date Submitted	Consultant		Date Returned	Rev'd.	Rev'd As Noted	Rev. & Resub	Rej.	Remarks
					To	From						
10951	10951-08	Fire Extinguishers	Crossroad Specialties	10/1/2014			10/9/2014		X			Verify Location
11800	11800-10	Wheelchair Lift	Home Elevator TX	10/1/2014			10/9/2014		X			Verify Elec Req.
12341	12341-24	Casework	KP Cabinets	11/17/2014			11/19/14		X			Released
12709	12709-04	Auditorium Seats	Irwin Seating	9/22/2014			10/1/2014		X			Color Pending
12709-L	12709-09	Seating Layout	Irwin Seating	10/1/2014			10/9/2014		X			Final Layout Required
15450	15450-15	Plumbing Fixtures	R & R Services	10/30/2014	JSE	e-mail	12/2/2014		X			Released
15650		Mech Equipment	Eldridge A/C									
15800		Air Distribution	Eldridge A/C									
15800		Grilles / Fans	Eldridge A/C									
15975		HVAC Controls	Eldridge A/C									
16420	16420-19	Panels & Gear	Penner Electric	11/4/2014	JSE	e-mail	11/21/2014		X			Released
16500	16500-19	Light Fixtures	Penner Electric	11/4/2014	JSE	e-mail	11/21/2014		X			Released - Finishes Req.
16720-L		Sound System	Bayou City Interests									
16720	16720-17	Intercom	Firetron	11/4/2014	JSE	e-mail	11/21/2014		X			Released
16740	16740-18	Fire Alarm	Firetron	11/4/2014	JSE	e-mail	11/21/2014		X			Released
16750	16750-16	Dimming Systems	Texas Scenic	11/4/2014	JSE	e-mail	11/21/2014		X			Released



# CHANGE PROPOSAL REQUEST LOG

**Project:** Renovations for El Campo High School Auditorium  
**Architect:** RWS Architects  
**Contractor:** Polasek Construction, Inc.

El Campo ISD  
**Project No. 1383**  
12/11/2014



## SUMMARY ( ALLOWANCES )

Owners Contingency	\$	25,000.00
Finish Hardware	\$	58,445.00
Contractor Contingency	\$	15,000.00

TOTAL ALLOWANCE AMOUNT

**\$ 98,445.00**

CPR TOTAL APPROVED TO DATE

\$0.00

REMAINING BALANCE AFTER APPROVED CPRs

**\$ 98,445.00**

TOTAL ESTIMATED/ PENDING CPRs

(\$3,500.00)

REMAINING BALANCE AFTER PENDING AND APPROVED CPRs

**\$ 101,945.00**



# RWS ARCHITECTS Change Proposal CP#1383-01

**PROJECT:** El Campo High School Auditorium Renovations  
**OWNER:** El Campo ~~Little League~~ ISD  
**TO CONTRACTOR:** Polasek Construction, Inc.  
 P.O. Box 64  
 El Campo, Texas 77437

**TITLE OF CP:** Credit for Scaffolding After Seat Removal  
**DATE OF ISSUANCE:** October 16, 2014  
**OWNER PROJECT NUMBER:** n/a  
**RWS PROJECT NUMBER:** 1383  
**CONTRACTOR PROJECT NUMBER:**

**ATTENTION:** Mr. Greg Polasek

**1. PROPOSED CHANGE IN WORK:** Please submit an itemized quotation for all costs for the proposed changes to the Contract Documents described herein. This is not a Change Order nor Authorization to Proceed with the proposed changes. The Work is generally described below and should be priced as marked and the appropriate amounts inserted in Item 2. CONTRACTOR'S CHANGE PROPOSAL QUOTATION below.

This change proposal is to provide a credit for the construction of the scaffolding as a result of the existing auditorium seating being removed prior to setting of the scaffolding. This credit includes the deduction of material and labor that would not have been consumed building the scaffolding over the existing seats in place.

**Attachments:**

Architect: RWS Architects Incorporated

By Malcolm C. Stuenkel Date 10-16-2014

**2. CONTRACTOR'S CHANGE PROPOSAL QUOTATION**

- The Contingency Allowance will be (increased)(~~decreased~~) by ..... \$ 3,500<sup>00</sup>
- The Contract Sum will be (increased)(~~decreased~~)(unchanged) by ..... \$ - 0 -
- The Contract Time will be (increased)(~~decreased~~)(unchanged) by (Regular Work Days)..... 0 Days
- Other: \_\_\_\_\_

**Attachments:**

Contractor: Polasek Construction Company

By Greg Polasek Date 12/1/14

**3. ARCHITECT RECOMMENDATION**

- The Architect recommends (acceptance, ~~rejection~~) of this Change Proposal.
- The CONTINGENCY Allowance will be (increased)(~~decreased~~) by ..... \$ 3,500
- The Contract Sum will be (increased)(~~decreased~~)(unchanged) by ..... \$ none
- The Contract Time will be (increased)(~~decreased~~)(unchanged) by (Regular Work Days)..... 0 Days
- Other: \_\_\_\_\_

**Attachments:**

Architect: RWS Architects Incorporated

By Malcolm C. Stuenkel Date 11-14-2014

**4. El Campo Independent School District Approval of Requested ACTION**

- The Architect's recommendation as stated herein is accepted.
- Other: \_\_\_\_\_

Buyer: El Campo ISD

By Robert Mark Paul Date 12/11/2014

**5. DISTRIBUTION**

- File 5.2,  Owner-  Architect  Contractor  Buyer  Field  Other



# POLASEK CONSTRUCTION, INC.

GENERAL CONTRACTORS • COMMERCIAL • RESIDENTIAL • INSTITUTIONAL

November 7, 2014

RWS Architects, Inc.  
3100 Timmons  
Houston, Texas 77027

Re: CP #01  
El Campo ISD / High School Auditorium Renovation

Provide credit for reduced labor to install scaffolding after complete removal of seating.

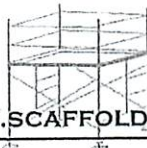
**Betco Scaffolds:**

Reduced Labor ----- \$ (3,500.00)

Contractor Fee ----- N/A

Bond Fee ----- N/A

**Total Credit \$ (3,500.00)**



WWW.SCAFFOLD.COM

1617 ENID STREET  
 P.O. BOX 8508  
 HOUSTON, TX 77249  
 PH: (713) 869-3401  
 PH: (800) 847-5722  
 FAX: (713) 869-6541

SALES \* ERECTION & DISMANTLING SERVICES \* RENTAL \* ENGINEERING SERVICES

## Quotation

Quote Number:	5114-66-197	Date:	08/14/2014
<b>CUSTOMER INFORMATION</b>		<b>PROJECT INFORMATION</b>	
Customer:	Polasek Construction, Inc.	Job Name:	El Campo HS Auditorium Dance Floor
Address:	PO Box 64	Job Address:	600 W. Norris Street
City, State, Zip:	El Campo, TX 77437	City, State, Zip:	El Campo, TX 77437
Office Name:	Kevin Stehling	Jobsite Contact:	Kevin Stehling
Office Phone:	979.543.9708	Cell Phone:	979.637.6265

### Description of Work

Thank you for the opportunity to provide a quote for your scaffolding needs. BETCO proposes to rent, erect, and dismantle a ring system dance floor scaffolding approx 8000 sqft with 1 deck level at 21' tall from the highest point and 5' from the lowest located at the above referenced jobsite address. There will be 2 deck levels below the dance floor down both sides of the scaffold in the areas where there is wood paneling to be removed and replaced with drywall only. Each side will have ladder access in front by the stage and there will be a stair tower in the middle of the dance floor close to the entrance doors. There will also be a frame scaffold rolling tower 5' wide x 7' long with a deck height of 16'. The scope will consist of delivering, erecting, renting, and dismantling the scaffolding so that the contractor can access the acoustical ceiling tiles and lights overhead as well as replace wood paneling with drywall.

Quote is based off of the contractor removing the seats prior to BETCO beginning work and contractor supplying a forklift to aid in loading, staging, and unloading when project is complete.

Any delay/ work stoppage beyond BETCO's control will be charges on a time and material basis above what is quoted below.

The scaffold will be erected to meet or exceed all OSHA requirements. Please note that any additional material and/or labor will require a signed change order prior to materials or crew being mobilized. This bid is for a single erection and dismantle phase with clear and direct access to the site. Prices are based on erection and dismantle during regular business hours. After hours, weekends and holidays will be at premium rates, any deviation from this schedule will result in an increase in labor billing. All pricing is subject to BETCO's Terms and Conditions. BETCO's prices are as follows:

BETCO's prices are as follows: (Taxes are included!)

Material Rental (Per 28 day rental period)	\$10,500.00
Labor to Erect/Dismantle	\$33,265.00
Freight (Per 2 Trips)	\$2,700.00
Subtotal	\$46,465.00
Tax (8.25%)	\$3,833.36
<b>TOTAL</b>	<b>\$50,298.36</b>
Each additional day (tax included)	\$405.94

*Revised*



SALES \* ERECTION & DISMANTLING SERVICES \* RENTAL \* ENGINEERING SERVICES

## Quotation

Quote Number:	5114-66-197	Date:	08/14/2014
<b>CUSTOMER INFORMATION</b>		<b>PROJECT INFORMATION</b>	
Customer:	Polasek Construction, Inc.	Job Name:	El Campo HS Auditorium Dance Floor
Address:	PO Box 64	Job Address:	600 W. Norris Street
City, State, Zip:	El Campo, TX 77437	City, State, Zip:	El Campo, TX 77437
Office Name:	Kevin Stehling	Jobsite Contact:	Kevin Stehling
Office Phone:	979.543.9708	Cell Phone:	979.637.6265

### Description of Work

Thank you for the opportunity to provide a quote for your scaffolding needs. BETCO proposes to rent, erect, and dismantle a ring system dance floor scaffolding approx 8000 sqft with 1 deck level at 21' tall from the highest point and 5' from the lowest located at the above referenced jobsite address. There will be 2 deck levels below the dance floor down both sides of the scaffold in the areas where there is wood paneling to be removed and replaced with drywall only. Each side will have ladder access in front by the stage and there will be a stair tower in the middle of the dance floor close to the entrance doors. There will also be a frame scaffold rolling tower 5' wide x 7' long with a deck height of 16'. The scope will consist of delivering, erecting, renting, and dismantling the scaffolding so that the contractor can access the acoustical ceiling tiles and lights overhead as well as replace wood paneling with drywall.

Seats will be need to be removed in areas where scaffold legs will need to land, BETCO will not remove seating and requests the contractor to have a crew to aid in removal.

Any delay/ work stoppage beyond BETCO's control will be charges on a time and material basis above what is quoted below.

The scaffold will be erected to meet or exceed all OSHA requirements. Please note that any additional material and/or labor will require a signed change order prior to materials or crew being mobilized. This bid is for a single erection and dismantle phase with clear and direct access to the site. Prices are based on erection and dismantle during regular business hours. After hours, weekends and holidays will be at premium rates, any deviation from this schedule will result in an increase in labor billing. All pricing is subject to BETCO's Terms and Conditions. BETCO's prices are as follows:

BETCO's prices are as follows: (Taxes are included!)

Material Rental (Per 28 day rental period)	\$10,500.00
Labor to Erect/Dismantle	\$36,765.00
Freight (Per 2 Trips)	\$2,700.00
Subtotal	\$49,965.00
Tax (8.25%)	\$4,122.11
<b>TOTAL</b>	<b>\$54,087.11</b>
Each additional day (tax included)	\$405.94

**Agenda Item Summary Sheet (4 B.6)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda  
Business and Support  
Services**

Application(s) for Payment for Myatt and Northside Elementary School Security Entrances and Northside Elementary Canopy

**Summary**

On February 25, 2014, Polasek Construction, Inc. was awarded a contract under a competitive sealed proposal to construct the new security entrances at Myatt and Northside Elementary Schools and the new canopy system at the entrance to Northside. The combined total proposal for all three projects was \$377,350.00, which included a \$14,000 discount for allowing the projects to be completed this summer rather than during spring break as initially discussed.

We have received Application and Certification for Payment No. 4 - FINAL, which has been reviewed and certified for payment by Malcolm Gaus with RWS Architects, Inc., for the amount of \$18,537.50.

This amount is for the 5.0% retainage that is now being released since all punch list items have been completed, and warranties and other closeout documents have been received.

**ECISD Board Policy**

None.

**Effective Date**

November 14, 2014

**Previous Board Action**

At the regular meeting on August 27, 2013, the Board approved Competitive Sealed Proposals as the construction delivery method for the Myatt and Northside Elementary Security Entrances and the Northside Elementary Canopy Addition; along with the weighted criteria for evaluation of proposals.

At a regular meeting on February 25, 2014, the Board received and approved a competitive sealed proposal in the amount of \$377,350.00 from Polasek Construction, Inc. for the combined proposals.

**Future Action Expected**

The Board will review Applications for Payment from Polasek Construction, Inc. that have been certified by RWS Architects on a monthly basis until the conclusion of these projects.

**Background Information and  
Significant Issues**

None.

**Fiscal Impact**

**Payment Recap for Myatt and Northside Security Entrances and Canopy**

Date Approved	Application for Payment No.	Total Completed and Stored	Retainage at 5.0%	Total Earned Less Retainage	Current Payment	Total Paid To Date	Balance to Finish
		<b>Original Contract</b>					<b>\$377,350.00</b>
07/03/14	1	\$95,010.00	\$4,750.50	\$90,259.50	\$90,259.50	\$0.00	\$287,090.50
08/05/14	2	\$362,200.00	\$18,110.00	\$344,090.00	\$253,830.50	\$90,259.50	\$33,260.00
09/15/14	<b>Change Order No. 1</b>				\$6,600.00	\$344,090.00	\$26,660.00
09/15/14	3	\$370,750.00	\$18,537.50	\$352,212.50	\$8,122.50	\$344,090.00	\$18,537.50
11/14/14	4	\$370,750.00	\$0.00	\$370,750.00	\$18,537.50	\$344,090.00	\$0.00

<b>Student and Public Benefit</b>	Monthly review of the Applications for Payment from the contractor that have been certified by the architects insures accounting transparency for the public on this project.
<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	Copy of Application and Certification for Payment No. 4 - FINAL
<b>Contact Person(s)</b>	David Bright, Assistance Superintendent of Finance and Operations
<b>Action Required</b>	No action required.
<b>Superintendent's Recommendation</b>	This is an information item only. <b>Mark Pool, Superintendent of Schools</b>

# RWS ARCHITECTS

November 14, 2014

El Campo Independent School District  
Attn: Mr. Mark Pool, Superintendent  
700 West Norris  
El Campo, Texas 77437

Re: Myatt ES Security Entrance  
Northside ES Security Entrance  
Northside ES Canopy Addition  
RWS Project Nos. 1392/1393/1394  
Contractor's Application and  
Certificate for Payment No. 4

Gentlemen:

Transmitted herewith are your copies of the final Contractor's Application for Payment on the subject project:

<u>Application No.</u>	<u>Period</u>	<u>Amount to be Paid</u>
4	09/15/14	\$18,537.50

We recommend payment of the amount shown and suggest you send payment directly to Polasek Construction, Inc., P.O. Box 64, El Campo, Texas 77437.

If there are any questions, please call.

Sincerely,



Malcolm C. Gaus, AIA  
Vice President

Enclosures

cc: Polasek Construction, Inc.  
File 5.1

MCG/dd

H:\1392\Word\AP.doc

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

RECEIVED  
SEP 18 2014 PAGES

TO OWNER: EL CAMPO ISD PROJECT: Myatt Security #1392  
700 WEST NORRIS Northside Security #1393  
EL CAMPO, TEXAS Northside Canopy #1394

FROM CONTRACTOR: POLASEK CONSTRUCTION INC. VIA ARCHITECT: RWS ARCHITECTS INC.  
P.O. BX 64 3100 TIMMONS  
EL CAMPO, TEXAS 77437 HOUSTON, TEXAS 77041

CONTRACT FOR: GENERAL CONSTRUCTION

APPLICATION NO: #4  
PERIOD TO: 9/15/14  
PROJECT NOS: #1392,1393,  
#1394  
CONTRACT DATE: 2/26/2014

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

RWS ARCHITECTS  
KAREN DENISE HLAVATY  
My Commission Expires  
May 14, 2015

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	377350.00
2. Net change by Change Orders	\$	-6600.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	370750.00
4. TOTAL COMPLETED & STORED TO DATE	\$	370750.00
(Column G on G703)		
5. RETAINAGE:		
a. 0 % of Completed Work	\$	0.00
(Column D + E on G703)		
b. 0 % of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	370750.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	352212.50
8. CURRENT PAYMENT DUE	\$	18537.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	0.00
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	(\$6,600.00)
TOTALS	\$0.00	(\$6,600.00)
NET CHANGES by Change Order		\$6,600.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: POLASEK CONSTRUCTION INC.

By: [Signature] Date: 9/15/14

State of: Texas County of: Wharton  
Subscribed and sworn to before me this 15th day of September  
Notary Public: Denise Hlavaty  
My Commission expires: May 14th, 2015

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 18,537.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Malcolm C. Hall Date: 11.14.2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

REVIEWED  
Muhd Puat  
11/20/2014

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #4  
APPLICATION DATE: 9/15/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/15/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: #1392

Myatt Security

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	<b>DIVISION 1 - GEN. REQUIREMENTS</b>								
2	BONDS / INSURANCE	\$5,200.00	\$5,200.00	\$0.00	\$0.00	\$5,200.00	100.00%	\$0.00	\$0.00
3	PROJECT COORDINATION	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	\$0.00
4	PROJECT SUPERVISION	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
5	MISC. GENERAL CONDITIONS	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
6	CONTRACT CLOSEOUT	\$200.00	\$200.00	\$0.00	\$0.00	\$200.00	100.00%	\$0.00	\$0.00
7	OWNER CONTINGENCY	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
8	CONTRACTOR FEE	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$0.00
8A	CHANGE ORDER #1	(\$3,300.00)	(\$3,300.00)	\$0.00	\$0.00	(\$3,300.00)	100.00%	\$0.00	\$0.00
9	<b>DIVISION 2 - SITEWORK</b>								
10	SELECTIVE DEMOLITION	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$0.00
11	<b>DIVISION 3 - CONCRETE</b>								
12	SHOTBLAST CONCRETE	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$0.00
13	AQURON FLOOR SEALER	\$1,325.00	\$1,325.00	\$0.00	\$0.00	\$1,325.00	100.00%	\$0.00	\$0.00
14	<b>DIVISION 6 - WOODS &amp; PLASTICS</b>								
15	FINISH CARPENTRY	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$0.00
16	MILLWORK	\$9,940.00	\$9,940.00	\$0.00	\$0.00	\$9,940.00	100.00%	\$0.00	\$0.00
17	<b>DIVISION 7 - MOISTURE PROT.</b>								
18	BUILDING SEALANTS	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100.00%	\$0.00	\$0.00
19	<b>DIVISION 8 - DOORS &amp; WINDOWS</b>								
20	WOOD DOORS	\$2,185.00	\$2,185.00	\$0.00	\$0.00	\$2,185.00	100.00%	\$0.00	\$0.00
21	FINISH HARDWARE	\$21,245.00	\$21,245.00	\$0.00	\$0.00	\$21,245.00	100.00%	\$0.00	\$0.00
22	ALUMINUM STOREFRONT	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	100.00%	\$0.00	\$0.00
23	<b>DIVISION 9 - FINISHES</b>								
24	PORCELAIN TILE	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
25	ACOUSTICAL WALL PANELS	\$1,350.00	\$1,350.00	\$0.00	\$0.00	\$1,350.00	100.00%	\$0.00	\$0.00
26	RESILIENT BASE / CARPET	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	100.00%	\$0.00	\$0.00
27	PAINTING	\$1,400.00	\$1,400.00	50 \$0.00	\$0.00	\$1,400.00	100.00%	\$0.00	\$0.00

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #4  
APPLICATION DATE: 9/15/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/15/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: #1392

Myatt Security

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
28	<b>DIVISION 10 - SPECIALTIES</b>								
29	INTERIOR GRAPHICS ALLOWANCE	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100.00%	\$0.00	\$0.00
30	<b>DIVISION 15 - MECHANICAL</b>								
31	AIR DISTRIBUTION	\$2,600.00	\$2,600.00	\$0.00	\$0.00	\$2,600.00	100.00%	\$0.00	\$0.00
32	<b>DIVISION 16 - ELECTRICAL</b>								
33	ELECTRICAL SYSTEMS	\$23,200.00	\$23,200.00	\$0.00	\$0.00	\$23,200.00	100.00%	\$0.00	\$0.00
34	INTERCOM / FIRE ALARM	\$11,300.00	\$11,300.00	\$0.00	\$0.00	\$11,300.00	100.00%	\$0.00	\$0.00
35	<b>DIVISION 17 - COMMUNICATIONS</b>								
36	STRUCTURED CABLING / DATA	\$1,660.00	\$1,660.00	\$0.00	\$0.00	\$1,660.00	100.00%	\$0.00	\$0.00
	<b>MYATT SECURITY TOTALS</b>	<b>\$135,555.00</b>	<b>\$135,555.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$135,555.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #4  
APPLICATION DATE: 9/15/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/15/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: #1393

Northside Security

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	<b>DIVISION 1 - GEN. REQUIREMENTS</b>								
2	BONDS / INSURANCE	\$3,700.00	\$3,700.00	\$0.00	\$0.00	\$3,700.00	100.00%	\$0.00	\$0.00
3	PROJECT COORDINATION	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	\$0.00
4	PROJECT SUPERVISION	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
5	MISC. GENERAL CONDITIONS	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00	100.00%	\$0.00	\$0.00
6	CONTRACT CLOSEOUT	\$200.00	\$200.00	\$0.00	\$0.00	\$200.00	100.00%	\$0.00	\$0.00
7	OWNER CONTINGENCY	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
8	CONTRACTOR FEE	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$0.00
8A	CHANGE ORDER #1	(\$3,300.00)	(\$3,300.00)	\$0.00	\$0.00	(\$3,300.00)	100.00%	\$0.00	\$0.00
9	<b>DIVISION 2 - SITEWORK</b>								
10	SELECTIVE DEMOLITION	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
11	<b>DIVISION 3 - CONCRETE</b>								
12	SHOTBLAST CONCRETE	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$0.00
13	AQURON FLOOR SEALER	\$1,325.00	\$1,325.00	\$0.00	\$0.00	\$1,325.00	100.00%	\$0.00	\$0.00
14	<b>DIVISION 6 - WOODS &amp; PLASTICS</b>								
15	FINISH CARPENTRY	\$1,880.00	\$1,880.00	\$0.00	\$0.00	\$1,880.00	100.00%	\$0.00	\$0.00
16	MILLWORK	\$8,650.00	\$8,650.00	\$0.00	\$0.00	\$8,650.00	100.00%	\$0.00	\$0.00
17	<b>DIVISION 7 - MOISTURE PROT.</b>								
18	BUILDING SEALANTS	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100.00%	\$0.00	\$0.00
19	<b>DIVISION 8 - DOORS &amp; WINDOWS</b>								
20	WOOD DOORS	\$2,185.00	\$2,185.00	\$0.00	\$0.00	\$2,185.00	100.00%	\$0.00	\$0.00
21	FINISH HARDWARE	\$21,245.00	\$21,245.00	\$0.00	\$0.00	\$21,245.00	100.00%	\$0.00	\$0.00
22	ALUMINUM STOREFRONT	\$49,700.00	\$49,700.00	\$0.00	\$0.00	\$49,700.00	100.00%	\$0.00	\$0.00
23	<b>DIVISION 9 - FINISHES</b>								
24	PORCELAIN TILE	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
25	RESILIENT BASE / CARPET	\$950.00	\$950.00	\$0.00	\$0.00	\$950.00	100.00%	\$0.00	\$0.00
26	PAINTING	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100.00%	\$0.00	\$0.00
27	<b>DIVISION 10 - SPECIALTIES</b>								
28	INTERIOR GRAPHICS ALLOWANCE	\$400.00	\$400.00	\$50	\$0.00	\$400.00	100.00%	\$0.00	\$0.00

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #4  
APPLICATION DATE: 9/15/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/15/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: #1393

Northside Security

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
29	<b>DIVISION 15 - MECHANICAL</b>								
30	AIR DISTRIBUTION	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100.00%	\$0.00	\$0.00
31	<b>DIVISION 16 - ELECTRICAL</b>								
32	ELECTRICAL SYSTEMS	\$18,700.00	\$18,700.00	\$0.00	\$0.00	\$18,700.00	100.00%	\$0.00	\$0.00
33	INTERCOM / FIRE ALARM	\$11,250.00	\$11,250.00	\$0.00	\$0.00	\$11,250.00	100.00%	\$0.00	\$0.00
34	<b>DIVISION 17 - COMMUNICATIONS</b>								
35	STRUCTURED CABLING / DATA	\$1,660.00	\$1,660.00	\$0.00	\$0.00	\$1,660.00	100.00%	\$0.00	\$0.00
	<b>NORTHSIDE SECURITY TOTALS</b>	<b>\$149,195.00</b>	<b>\$149,195.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$149,195.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #4  
 APPLICATION DATE: 9/15/14  
 PERIOD TO: 9/15/14

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: #1394

Northside Canopy

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	<b>DIVISION 1 - GEN. REQUIREMENTS</b>								
2	BONDS / INSURANCE	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.00%	\$0.00	\$0.00
3	PROJECT COORDINATION	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100.00%	\$0.00	\$0.00
4	PROJECT SUPERVISION	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
5	MISC. GENERAL CONDITIONS	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100.00%	\$0.00	\$0.00
6	CONTRACT CLOSEOUT	\$100.00	\$100.00	\$0.00	\$0.00	\$100.00	100.00%	\$0.00	\$0.00
7	CONTRACTOR FEE	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$0.00
8	<b>DIVISION 2 - SITEWORK</b>								
9	DEMOLITION	\$9,300.00	\$9,300.00	\$0.00	\$0.00	\$9,300.00	100.00%	\$0.00	\$0.00
10	SELECT FILL	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100.00%	\$0.00	\$0.00
11	<b>DIVISION 3 - CONCRETE</b>								
12	SIDEWALKS / RAMP	\$11,150.00	\$11,150.00	\$0.00	\$0.00	\$11,150.00	100.00%	\$0.00	\$0.00
13	<b>DIVISION 10 - SPECIALTIES</b>								
14	ALUMINUM CANOPY	\$46,500.00	\$46,500.00	\$0.00	\$0.00	\$46,500.00	100.00%	\$0.00	\$0.00
15	<b>DIVISION 16 - ELECTRICAL</b>								
16	ELECTRICAL SYSTEMS	\$7,650.00	\$7,650.00	\$0.00	\$0.00	\$7,650.00	100.00%	\$0.00	\$0.00
	<b>NORTHSIDE CANOPY TOTALS</b>	<b>\$86,000.00</b>	<b>\$86,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$86,000.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**Agenda Item Summary Sheet (4 B.7)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda  
Business and Support  
Services**

Review of Invoices from RWS Architects, Inc. for Elementary Projects

**Summary**

Although payments to RWS Architects, Inc. are in accordance with their contract with the district, applications for payment are presented for review each month as a part of the Consent Agenda.

**Invoice No. 8293 – Myatt Elementary School New Proposed Security Entrance, Application for Payment No. 7 - FINAL.** This invoice in the amount of \$169.08 is for professionals services provided through 100% completion of the project.

**Invoice No. 8294 – Northside Elementary School New Proposed Security Entrance, Application for Payment No. 7 - FINAL.** This invoice in the amount of \$209.98 is for professionals services provided through 100% completion of the project.

**Invoice No. 8295 – Northside Elementary School Canopy Addition, Application for Payment No. 7 - FINAL.** This invoice in the amount of \$258.00 is for professionals services provided through 100% completion of the project.

**ECISD Board Policy**

CH (LOCAL) PURCHASING AND ACQUISITION, PURCHASING AUTHORITY

**Effective Date**

November 20, 2014.

**Previous Board Action**

On November 20, 2007, the Board approved RWS Architects, Inc. as the design firm for the El Campo High School Addition and Renovations to Existing Science Building. Contract negotiations between ECISD and RWS Architects began, and the district's attorney authorized the superintendent to sign the contract on November 30, 2007.

Language in this contract provides for RWS to do miscellaneous projects for the district. Current projects are being done under that contract provision.

Applications for Payment are in accordance with Article 11.2 of this contract between the owner and the architect.

**Future Action Expected**

The Board will review Applications for Payment from RWS Architects as a part of the throughout the duration of the construction projects.

**Background Information and Significant Issues**

Final invoice for elementary projects:

## Myatt Elementary School New Proposed Security Entrance

### Payment Recap for Myatt Elementary School New Proposed Security Entrance

Date Submitted	Application for Payment No.	Invoice No.	Amount	Earned to Date	Balance to Finish
<b>Fee at 7.5% of Construction Costs</b>					<b>\$10,414.12</b>
1/31/14	1	8205	\$4,781.25	\$4,781.25	\$5,632.87
7/9/14	5	8258	\$3,904.12	\$8,685.37	\$1,728.75
8/12/14	6	8274	\$1,312.18	\$9,997.55	\$416.57
Change Order No. 1			(\$247.49)	\$9,997.55	\$169.08
11/14/14	7	8293	\$169.08	\$10,166.63	\$0.00

### Recap of Reimbursable Expenses Paid for Myatt Elementary School New Proposed Security Entrance

Date	Application for Payment No.	Invoice No.	Amount	Paid to Date
1/31/14	2 REIM	8208	\$743.56	\$743.56
2/28/14	3 REIM	8218	\$1,275.00	\$2,018.56
3/5/14	4 REIM	8222	\$1,250.66	\$3,269.22

## Northside Elementary School New Proposed Security Entrance

### Payment Recap for Northside Elementary School New Proposed Security Entrance

Date Submitted	Application for Payment No.	Invoice No.	Amount	Earned to Date	Balance to Finish
<b>Fee at 7.5% of Construction Costs</b>					<b>\$11,437.13</b>
1/31/14	1	8206	\$6,862.50	\$6,862.50	\$4,574.63
7/9/14	5	8259	\$2,790.44	\$9,652.94	\$1,784.19
8/12/14	6	8275	\$1,326.70	\$10,979.64	\$457.49
Change Order No. 1			(\$247.51)	\$10,979.64	\$209.98
11/14/14	7	8294	\$209.98	\$11,189.62	\$0.00

### Recap of Reimbursable Expenses Paid for Northside Elementary School New Proposed Security Entrance

Date	Application for Payment No.	Invoice No.	Amount	Paid to Date
1/31/14	2 REIM	8209	\$798.36	\$798.36
2/28/14	3 REIM	8219	\$1,275.00	\$2,073.36
2/28/14	4 REIM	8221	\$1,250.66	\$3,324.02

## Northside Elementary School Canopy Addition

### Payment Recap for Northside Elementary School Canopy Addition

Date Submitted	Application for Payment No.	Invoice No.	Amount	Earned to Date	Balance to Finish
<b>Fee at 7.5% of Construction Costs</b>					<b>\$6,450.00</b>
1/31/14	1	8207	\$7,875.00	\$7,875.00	-\$1,425.00
7/9/14	5	8261	-\$2,353.80	\$5,521.20	\$928.80
8/12/14	6	8276	\$670.80	\$6,192.00	\$258.00
11/14/14	7	8295	\$258.00	\$6,450.00	\$0.00

**Recap of Reimbursable Expenses Paid for Northside Elementary School Canopy Addition**

Date	Application for Payment No.	Invoice No.	Amount	Paid to Date
1/31/14	2 REIM	8210	\$629.22	\$629.22
2/28/14	3 REIM	8220	\$1,275.00	\$1,904.22
2/28/14	4 REIM	8223	\$1,216.08	\$3,120.30

**Student and Public Benefit**

Monthly review of the Applications for Payment from the district's architect insures accounting transparency for the public on these projects.

**Procedural and Reporting Implications**

None.

**Public Comments**

None.

**Alternatives**

None.

**Other Comments and Related Issues**

None.

**Attachments**

- Invoice No. 8293 – Myatt Elementary School New Proposed Security Entrance
- Invoice No. 8294 – Northside Elementary School New Proposed Security Entrance
- Invoice No. 8295 – Northside Elementary School Canopy Addition

**Contact Person(s)**

David Bright, Assistance Superintendent of Finance and Operations

**Action Required**

None.

**Superintendent's Recommendation**

No action required.

**Mark Pool, Superintendent of Schools**

# RWS Invoice

## ARCHITECTS

To: **El Campo ISD**  
 700 West Norris Street  
 El Campo, Texas 77437

Attention: **Mr. Mark Pool, Superintendent**

Project: **Myatt Elementary School New Proposed Security Entrance**

Project No.: 1392

Date: November 14, 2014

Invoice No.: 8293

RWS Application for Payment No.: 7-FINAL

Fee Basis: 7.5% of Final Construction Cost

You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

**One Hundred Sixty Nine & 08/100 Dollars** **\$169.08**

The amount of the invoice is calculated as follows:

**For Professional Services through 100% Completion of Construction Administration Phase**

Construction Cost .....	\$138,855.00
Change Order No. 1 .....	(\$ 3,300.00)
Final Construction Cost .....	\$135,555.00
Fee % .....	7.5%
Fee .....	\$ 10,166.63
Percent Complete .....	x 100.0%
Fee Earned .....	\$ 10,166.63
Less Previous Payment .....	9,997.55
<b>TOTAL AMOUNT DUE THIS INVOICE .....</b>	<b>\$ 169.08</b>

THANK YOU

	Percentage Of Total Fee By Phase	Degree of Completion of Phase	Percentage of Total Fee Earned
SD	15%	100%	15%
DD	20%	100%	20%
CD	40%	100%	40%
Bidding	5%	100%	5%
Construction	20%	100%	20%
	100%		100%

*REVIEWED*  
*Mark Pool*  
*11/20/2014*

Payable at the offices of:

# RWS Invoice

## ARCHITECTS

To: **El Campo ISD**  
 700 West Norris Street  
 El Campo, Texas 77437

Attention: **Mr. Mark Pool, Superintendent**

Project: **Northside Elementary School New Proposed Security Entrance**

Project No.: 1393

Date: November 14, 2014

Invoice No.: 8294

RWS Application for Payment No.: 7-FINAL

Fee Basis: 7.5% of Final Construction Cost

You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

**Two Hundred Nine & 98/100 Dollars** **\$209.98**

The amount of the invoice is calculated as follows:

**For Professional Services through 100% Completion of Construction Administration Phase**

Construction Cost .....	\$152,495.00
Change Order No. 1 .....	(\$ 3,300.00)
Final Construction Cost .....	\$149,195.00
Fee % .....	<u>7.5%</u>
Fee .....	\$ 11,189.62
Percent Complete .....	<u>x 100.0%</u>
Fee Earned .....	\$ 11,189.62
Less Previous Payment .....	<u>10,979.64</u>
<b>TOTAL AMOUNT DUE THIS INVOICE .....</b>	<b><u>\$ 209.98</u></b>

THANK YOU

	Percentage Of Total Fee By Phase	Degree of Completion of Phase	Percentage of Total Fee Earned
SD	15%	100%	15%
DD	20%	100%	20%
CD	40%	100%	40%
Bidding	5%	100%	5%
Construction	20%	100%	20%
	<u>100%</u>		<u>100%</u>

*REVIEWED*  
*Mark Pool*  
*11/20/2014*

Payable at the offices of:

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# RWS Invoice

## ARCHITECTS

To: **El Campo ISD**  
 700 West Norris Street  
 El Campo, Texas 77437

Attention: **Mr. Mark Pool, Superintendent**

Project: **Northside Elementary School  
 Canopy Addition**

Project No.: 1394

Date: November 14, 2014

Invoice No.: 8295

RWS Application for Payment No.: 7-FINAL

Fee Basis: 7.5% of Final Construction Cost

You're Purchase Order:

There is due at this time for professional services and/or reimbursable items on the above Project, the sum of:

**Two Hundred Fifty Eight & No/100 Dollars** **\$258.00**

The amount of the invoice is calculated as follows:

**For Professional Services through 100% Completion of Construction Administration Phase**

Estimated Construction Cost.....	\$86,000.00
Fee % .....	7.5%
Fee .....	\$ 6,450.00
Percent Complete .....	x 100.0%
Fee Earned .....	\$ 6,450.00
Less Previous Payment .....	6,192.00
<b>TOTAL AMOUNT DUE THIS INVOICE .....</b>	<b>\$ 258.00</b>

THANK YOU

	Percentage Of Total Fee By Phase	Degree of Completion of Phase	Percentage of Total Fee Earned
SD	15%	100%	15%
DD	20%	100%	20%
CD	40%	100%	40%
Bidding	5%	100%	5%
Construction	20%	100%	20%
	100%		100%

*REVIEWED*  
*Mark Pool*  
*11/20/2014*

Payable at the offices of:

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**Agenda Item Summary Sheet (4 B.8)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

**Consent Agenda:  
Business and Support  
Services**

**Budget Amendment for School Health & Related Services  
Revenue**

**Summary**

According to district policy, the budget shall be amended when a change is made increasing any one of the functional spending categories.

This amendment appropriates Medicaid revenue received from SHARS (School Health & Related Services) Cost Report settle-up to be used for physical therapy equipment for special education students.

**ECISD Board Policy**

CE (LOCAL), ANNUAL OPERATING BUDGET

**Effective Date**

December 15, 2014

**Previous Board Action**

The Board approved the 2014-2015 General Operating Budget on August 26, 2014.

**Future Action Expected**

The Board is required to amend the budget when a change increases any one of the functional spending areas.

**Background Information and  
Significant Issues**

We receive Medicaid reimbursement for certain health related services provided for special education students. This amendment appropriates \$8,465 received from our last cost report settle-up. The funds are being appropriated to purchase physical therapy equipment for special education students.

**Fiscal Impact**

This amendment increases the General Fund 199 revenue by \$8,465 and then transfers that amount to Special Education Fund 437,

**Student and Public Benefit**

Accurate accounting for the expenditure of public funds.

**Procedural and Reporting  
Implications**

Record the official budget amendment and make the necessary changes in the general operating budget.

<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Amendment to Appropriate Medicaid Revenue Received From SHARS</li> </ul>
<b>Contact Person(s)</b>	David Bright, Assistant Superintendent of Finance and Operations
<b>Action Required</b>	Motion, second and majority vote to approve budget amendment(s).
<b>Superintendent's Recommendation</b>	<p>I recommend you approve the budget amendment(s) as a part of the Consent Agenda.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>

**EL CAMPO INDEPENDENT SCHOOL DISTRICT**  
**700 WEST NORRIS STREET**  
**EL CAMPO, TEXAS 77437**  
**(979) 543-6771**  
**(979) 543-1670 FAX**

December 15, 2014  
DATE

2014-15  
BUDGET YEAR

TO: Board of Trustees  
FROM: David Bright *DB*  
Assistant Superintendent for Finance  
RE: Budget Amendment(s)

Due to a change in financial requirements, I request the following budget amendments:

**AMENDMENT #1**

BUDGET CODE	ACCOUNT NAME	BUDGET	CHANGE+-	AMENDED
199 00 5931 00 000 500000	Federal Revenue-SHARS	\$250,000	-\$ 8,465	\$241,535
199 00 8911 00 000 500000	Transfers Out	\$ 49,825	+\$ 8,465	\$ 58,290
437 11 6397 xx 751 523000	Inventory Items	\$ 13,300	+\$ 8,465	\$ 21,765
437 00 7915 00 000 500000	Transfers In	\$ -0-	+\$ 8,465	\$ 8,465

Appropriate Medicaid Revenue received from the SHARS (School Health & Related Services) Cost Report settle-up to be used for Physical Therapy Equipment for Special Ed Coop students.

**Agenda Item Summary Sheet (4 B.2)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda  
Business and Support  
Services**

Application(s) for Payment Approved by El Campo Little League for High School Baseball and Softball Fields Complex

**Summary**

As agreed upon in our Escrow Agreement with the El Campo Little League, the following procedures will be followed:

- Polasek Construction, Inc. will complete an *Application and Certification for Payment* and submit it with supporting documentation to RWS Architects.
- RWS will review the application and supporting documentation and if everything is correct will certify the application for payment.
- *Application and Certification for Payment* will be returned to El Campo Little League (Seller). Pat Krpec, former Little League board president, will approve the application and submit copies to El Campo ISD (Buyer) and Duckett, Bouligny & Collins L.L.P (Escrow Agent).
- Within three business days after receipt of the certified *Application and Certification for Payment* from El Campo Little League, the district will submit to the Escrow Agent additional earnest money in an amount equal to the amount certified by RWS Architects.
- Within two business days after receipt of the additional earnest money from the district, the Escrow Agent will disburse to Polasek Construction, Inc. an amount equal to the amount on the *Application and Certification for Payment* certified by RWS Architects.

**ECISD Board Policy**

None.

**Effective Date**

November 17, 2014; December 2, 2014

**Previous Board Action**

At the regular meeting on November 19, 2013, the Board approved a Real Estate Sales Contract and Facilities Use Agreement between the district and El Campo Little League. The Real Estate Sales Contract called for the district to periodically escrow additional earnest money that would be used to pay for construction draws by Polasek Construction, Inc.

**Future Action Expected**

The Board will review Applications for Payment from Polasek Construction, Inc. that have been certified by RWS Architects and approved by El Campo Little League as a part of the Consent Agenda each month throughout the duration of the High School Baseball and Softball Fields Complex construction project.

**Background Information and Significant Issues** None.

**Fiscal Impact**

**Payment Recap for High School Baseball and Softball Fields Complex**

Date Approved	Application for Payment No.	Total Completed and Stored	Retainage at 5.0%	Total Earned Less Retainage	Current Payment	Total Paid To Date	Balance to Finish
<b>Original Contract</b>							<b>\$2,386,707.00</b>
01/09/14	1	\$61,353.00	\$3,067.65	\$58,285.35	\$58,285.35	\$0.00	\$2,328,421.65
01/09/14	2	\$115,803.00	\$5,790.15	\$110,012.85	\$51,727.50	\$58,285.35	\$2,276,694.15
01/09/14	3	\$236,638.00	\$11,831.90	\$224,806.10	\$114,793.25	\$110,012.85	\$2,161,900.90
01/09/14	4	\$347,415.00	\$17,370.75	\$330,044.25	\$105,238.15	\$224,806.10	\$2,056,662.75
01/09/14	5	\$477,758.00	\$23,887.90	\$453,870.10	\$123,825.85	\$330,044.25	\$1,932,836.90
02/21/14	6	\$680,627.75	\$34,031.39	\$646,596.36	\$192,726.26	\$453,870.10	\$1,740,110.64
03/31/14	7	\$912,274.75	\$45,613.74	\$866,661.01	\$220,064.65	\$646,596.36	\$1,520,045.99
05/15/14	8	\$1,069,917.25	\$53,495.86	\$1,016,421.39	\$149,760.38	\$866,661.01	\$1,370,285.61
06/02/14	9	\$1,323,419.25	\$66,170.96	\$1,257,248.29	\$240,826.90	\$1,016,421.39	\$1,129,458.71
07/03/14	10	\$1,732,344.25	\$86,617.21	\$1,645,727.04	\$388,478.75	\$1,257,248.29	\$740,979.96
08/05/14	11	\$2,062,663.25	\$103,133.16	\$1,959,530.09	\$313,803.05	\$1,645,727.04	\$427,176.91
09/15/14	12	\$2,115,110.50	\$105,755.53	\$2,009,354.98	\$49,824.89	\$1,959,530.09	\$377,352.02
11/17/14	13	\$2,227,600.50	\$111,380.03	\$2,116,220.48	\$106,865.50	\$2,009,354.98	\$270,486.52
12/02/14	14	\$2,311,639.50	\$115,581.98	\$2,196,057.53	\$79,837.04	\$2,116,220.48	\$190,649.48

**Student and Public Benefit** Monthly review of the Applications for Payment from the contractor that have been certified by the architects and approved by the Little League insures accounting transparency for the public on this project.

**Procedural and Reporting Implications** None.

**Public Comments** None.

**Alternatives** None.

**Other Comments and Related Issues** None

- Attachments**
- Copy of Application and Certification for Payment No. 13
  - Copy of Application and Certification for Payment No. 14

**Contact Person(s)** David Bright, Assistance Superintendent of Finance and Operations

**Action Required** No action required.

**Superintendent's Recommendation** This is an information item only.

**Mark Pool, Superintendent of Schools**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

4 PAGES

TO OWNER: EC LITTLE LEAGUE  
 P.O. BOX 586  
 EL CAMPO, TEXAS

PROJECT: ECISD BASEBALL &  
 SOFTBALL COMPLEX

FROM CONTRACTOR: POLASEK CONSTRUCTION INC.  
 P.O. BX 64  
 EL CAMPO, TEXAS 77437

VIA ARCHITECT: RWS ARCHITECTS INC.  
 3100 TIMMONS, STE 410  
 HOUSTON, TEXAS

CONTRACT FOR: GENERAL CONSTRUCTION

APPLICATION NO: #13

PERIOD TO: 10/23/14

PROJECT NOS: 1388

CONTRACT DATE: 3/5/2013

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

**RECEIVED**  
**OCT 30 2014**  
 RWS ARCHITECTS

**CONTRACTOR'S APPLICATION FOR PAYMENT**

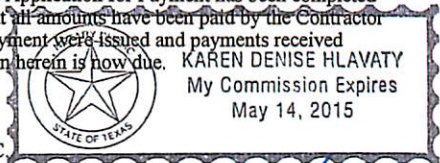
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$	2386707.00
2. Net change by Change Orders .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	2386707.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$	2227600.50 ✓
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work .....	\$	111380.03
(Column D + E on G703)		
b. 5 % of Stored Material .....	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703) .....		
	\$	111380.03 ✓
6. TOTAL EARNED LESS RETAINAGE .....	\$	2116220.48 ✓
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate) .....	\$	2009354.98 ✓
8. CURRENT PAYMENT DUE .....	\$	106865.50 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$	270486.53 ✓
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: POLASEK CONSTRUCTION INC.



By: *[Signature]* Date: 10/22/14

State of: Texas County of: Wharton  
 Subscribed and sworn to before me this 10th day of Oct., 2014  
 Notary Public: Denise Hlavaty  
 My Commission expires: 5-14-2015

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 106,865.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *[Signature]* Date: October 31, 2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

*[Handwritten Signature]*

REVIEWED  
 Mark Pief  
 11/17/2014

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #13  
APPLICATION DATE: 10/23/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/23/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

ECHS Athletic Complex

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	<b>DIVISION 1 - GEN. REQUIREMENTS</b>								
2	GENERAL CONDITIONS	\$36,000.00	\$28,000.00	\$3,000.00	\$0.00	\$31,000.00	86.11%	\$5,000.00	\$1,550.00
3	INSURANCE	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
4	TESTING / FIELD SURVEYS	\$19,000.00	\$15,375.50	\$0.00	\$0.00	\$15,375.50	80.92%	\$3,624.50	\$768.78
5	CONSTRUCTION MANAGER FEE	\$46,798.00	\$36,500.00	\$3,000.00	\$0.00	\$39,500.00	84.41%	\$7,298.00	\$1,975.00
6	ARCHITECTURAL FEES	\$80,000.00	\$77,500.00	\$2,500.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$4,000.00
7	CONSTRUCTION DOC PRINTING	\$1,353.00	\$1,353.00	\$0.00	\$0.00	\$1,353.00	100.00%	\$0.00	\$67.65
8	FINAL CLEAN	\$2,930.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,930.00	\$0.00
9	CONTRACTOR CONTINGENCY	\$8,647.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	17.35%	\$7,147.00	\$75.00
10	<b>DIVISION 2 - SITEWORK</b>								
11	EARTHWORK	\$38,753.00	\$32,000.00	\$6,753.00	\$0.00	\$38,753.00	100.00%	\$0.00	\$1,937.65
12	SELECT FILL MATERIALS	\$27,935.00	\$27,935.00	\$0.00	\$0.00	\$27,935.00	100.00%	\$0.00	\$1,396.75
13	FINAL SITE GRADING	\$2,500.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	40.00%	\$1,500.00	\$50.00
14	EROSION CONTROL	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100.00%	\$0.00	\$190.00
15	TERMITE CONTROL	\$1,424.00	\$1,424.00	\$0.00	\$0.00	\$1,424.00	100.00%	\$0.00	\$71.20
16	CONCRETE WALKS	\$110,085.00	\$63,700.00	\$40,000.00	\$0.00	\$103,700.00	94.20%	\$6,385.00	\$5,185.00
17	REINFORCING STEEL	\$8,009.00	\$8,009.00	\$0.00	\$0.00	\$8,009.00	100.00%	\$0.00	\$400.45
18	TRANSFORMER PAD / PULL BOX	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$180.00
19	ORNAMENTAL FENCING	\$13,142.00	\$0.00	\$4,300.00	\$0.00	\$4,300.00	32.72%	\$8,842.00	\$215.00
20	CHAIN LINK FENCING	\$67,072.00	\$62,000.00	\$5,072.00	\$0.00	\$67,072.00	100.00%	\$0.00	\$3,353.60
21	BACKSTOP / NETTING	\$45,645.00	\$31,400.00	\$0.00	\$0.00	\$31,400.00	68.79%	\$14,245.00	\$1,570.00
22	METAL PANEL FENCING	\$79,905.00	\$79,905.00	\$0.00	\$0.00	\$79,905.00	100.00%	\$0.00	\$3,995.25
23	BATTING CAGE FENCE / NETS	\$39,868.00	\$32,000.00	\$7,868.00	\$0.00	\$39,868.00	100.00%	\$0.00	\$1,993.40
24	WINDSCREENS AT BULLPENS	\$3,728.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,728.00	\$0.00
25	STORM WATER SYSTEMS	\$40,443.00	\$40,443.00	\$0.00	\$0.00	\$40,443.00	100.00%	\$0.00	\$2,022.15
26	SITE UTILITY CONNECTIONS	\$8,166.00	\$8,166.00	\$0.00	\$0.00	\$8,166.00	100.00%	\$0.00	\$408.30
27	FIELD DRAINAGE SYSTEMS	\$35,950.00	\$35,950.00	\$0.00	\$0.00	\$35,950.00	100.00%	\$0.00	\$1,797.50
28	SPORT FIELDS PREP / SOD	\$251,635.00	\$251,635.00	\$0.00	\$0.00	\$251,635.00	100.00%	\$0.00	\$12,581.75
29	IRRIGATION SYSTEM	\$71,500.00	\$55,900.00	\$0.00	\$0.00	\$55,900.00	78.18%	\$15,600.00	\$2,795.00
30	PUMP STATION	\$9,800.00	\$9,800.00	\$0.00	\$0.00	\$9,800.00	100.00%	\$0.00	\$490.00
31	GRASS AT COMMONS	\$23,926.00	\$0.00	\$0.00	\$0.00	\$0.00		\$23,926.00	\$0.00

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #13  
APPLICATION DATE: 10/23/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/23/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

ECHS Athletic Complex

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
32	<b>DIVISION 3 - CONCRETE</b>								
33	SITE LIGHTING FOOTINGS	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,200.00	\$0.00
34	CONCESSIONS FOUNDATION	\$22,948.00	\$22,948.00	\$0.00	\$0.00	\$22,948.00	100.00%	\$0.00	\$1,147.40
35	MAIN ENTRY FOUNDATIONS	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$4,200.00	100.00%	\$0.00	\$210.00
36	DUGOUT / BS FOUNDATIONS	\$61,680.00	\$61,680.00	\$0.00	\$0.00	\$61,680.00	100.00%	\$0.00	\$3,084.00
37	BATTING CAGE FOUNDATION	\$38,424.00	\$38,424.00	\$0.00	\$0.00	\$38,424.00	100.00%	\$0.00	\$1,921.20
38	REINFORCING STEEL	\$30,282.00	\$30,282.00	\$0.00	\$0.00	\$30,282.00	100.00%	\$0.00	\$1,514.10
39	<b>DIVISION 4 - MASONRY</b>								
40	CMU REINFORCMENT	\$4,316.00	\$4,316.00	\$0.00	\$0.00	\$4,316.00	100.00%	\$0.00	\$215.80
41	SPEC-BRIK MATERIALS	\$68,000.00	\$68,000.00	\$0.00	\$0.00	\$68,000.00	100.00%	\$0.00	\$3,400.00
42	SPEC-BRIK LABOR	\$54,826.00	\$52,500.00	\$2,326.00	\$0.00	\$54,826.00	100.00%	\$0.00	\$2,741.30
43	<b>DIVISION 5 METALS</b>								
44	MAIN ENTRY STRUCTURAL STEEL	\$17,345.00	\$17,345.00	\$0.00	\$0.00	\$17,345.00	100.00%	\$0.00	\$867.25
45	MISC STEEL / INSTALLATION	\$2,400.00	\$800.00	\$1,600.00	\$0.00	\$2,400.00	100.00%	\$0.00	\$120.00
46	<b>DIVISION 6 - WOODS &amp; PLASTICS</b>								
47	ROUGH CARPENTRY	\$52,900.00	\$46,900.00	\$6,000.00	\$0.00	\$52,900.00	100.00%	\$0.00	\$2,645.00
48	WOOD TRUSSES	\$11,045.00	\$11,045.00	\$0.00	\$0.00	\$11,045.00	100.00%	\$0.00	\$552.25
49	DUGOUT BENCHES	\$8,824.00	\$8,824.00	\$0.00	\$0.00	\$8,824.00	100.00%	\$0.00	\$441.20
50	BATRACKS / HELMET STORAGE	\$3,550.00	\$3,550.00	\$0.00	\$0.00	\$3,550.00	100.00%	\$0.00	\$177.50
51	<b>DIVISION 7 - MOISTURE PROTECT.</b>								
52	BUILDING INSULATION	\$1,970.00	\$1,970.00	\$0.00	\$0.00	\$1,970.00	100.00%	\$0.00	\$98.50
53	MASONRY COATINGS	\$10,320.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	29.07%	\$7,320.00	\$150.00
54	METAL ROOFING	\$45,103.00	\$45,103.00	\$0.00	\$0.00	\$45,103.00	100.00%	\$0.00	\$2,255.15
55	SEALANTS / CAULKING	\$10,740.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	27.93%	\$7,740.00	\$150.00
56	<b>DIVISION 8 - DOORS &amp; WINDOWS</b>								
57	HOLLOW METAL	\$8,777.00	\$8,777.00	\$0.00	\$0.00	\$8,777.00	100.00%	\$0.00	\$438.85
58	CEILING ACCESS DOORS	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	\$40.00
59	ALUM. ROLLING COUNTER DOOR	\$8,658.00	\$8,658.00	\$0.00	\$0.00	\$8,658.00	100.00%	\$0.00	\$432.90
60	FINISH HARDWARE	\$4,994.00	\$3,800.00	\$1,194.00	\$0.00	\$4,994.00	100.00%	\$0.00	\$249.70
61	GLASS AND GLAZING	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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APPLICATION NO: #13  
APPLICATION DATE: 10/23/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/23/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

ECHS Athletic Complex

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
62	<b>DIVISION 9 - FINISHES</b>								
63	RESILIENT BASE	\$1,277.00	\$0.00	\$1,277.00	\$0.00	\$1,277.00	100.00%	\$0.00	\$63.85
64	FLOOR SEALER	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
65	PAINTING	\$14,725.00	\$8,500.00	\$3,500.00	\$0.00	\$12,000.00	81.49%	\$2,725.00	\$600.00
66	<b>DIVISION 10 SPECIALTIES</b>								
67	TOILET PARTITIONS	\$8,220.00	\$6,400.00	\$0.00	\$0.00	\$6,400.00	77.86%	\$1,820.00	\$320.00
68	METAL LOUVERS	\$835.00	\$835.00	\$0.00	\$0.00	\$835.00	100.00%	\$0.00	\$41.75
69	FLAGPOLES	\$2,260.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,260.00	\$0.00
70	GRAPHICS ALLOWANCE	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
71	INTERIOR GRAPHICS	\$1,798.00	\$1,798.00	\$0.00	\$0.00	\$1,798.00	100.00%	\$0.00	\$89.90
72	FIRE EXTINGUISHERS	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100.00%	\$0.00	\$30.00
73	TOILET ACCESSORIES	\$2,745.00	\$2,160.00	\$0.00	\$0.00	\$2,160.00	78.69%	\$585.00	\$108.00
74	<b>DIVISION 11 EQUIPMENT</b>								
75	<b>DIVISION 12 FURNISHINGS</b>								
76	CASEWORK / STAINLESS TOPS	\$18,100.00	\$18,100.00	\$0.00	\$0.00	\$18,100.00	100.00%	\$0.00	\$905.00
77	<b>DIVISION 13 SPECIAL CONSTRUCTION</b>								
78	BATTING CAGE PEMB	\$41,524.00	\$39,100.00	\$1,600.00	\$0.00	\$40,700.00	98.02%	\$824.00	\$2,035.00
79	BLEACHER ROOF SYSTEM	\$91,580.00	\$91,580.00	\$0.00	\$0.00	\$91,580.00	100.00%	\$0.00	\$4,579.00
80	ANGLE FRAME BLEACHERS	\$145,820.00	\$145,820.00	\$0.00	\$0.00	\$145,820.00	100.00%	\$0.00	\$7,291.00
81	<b>DIVISION 14 CONVEYING SYSTEMS</b>								
82	<b>DIVISION 15 - PLUMBING</b>								
83	PLUMBING SYSTEMS	\$65,171.00	\$47,400.00	\$13,000.00	\$0.00	\$60,400.00	92.68%	\$4,771.00	\$3,020.00
84	<b>DIVISION 15 - MECH. HVAC</b>								
85	HVAC SYSTEMS	\$4,950.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	72.73%	\$1,350.00	\$180.00
86	<b>DIVISION 16 - ELECTRICAL</b>								
87	MAIN ELEC. SERVICE CONDUITS	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100.00%	\$0.00	\$825.00
88	SITE LIGHTING	\$24,695.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	85.04%	\$3,695.00	\$1,050.00
89	SPORT LIGHTING	\$209,900.00	\$191,800.00	\$0.00	\$0.00	\$191,800.00	91.38%	\$18,100.00	\$9,590.00

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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APPLICATION NO: #13

APPLICATION DATE: 10/23/14

PERIOD TO: 10/23/14

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

ECHS Athletic Complex

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
90	GENERAL ELECTRICAL	\$139,147.00	\$136,500.00	\$0.00	\$0.00	\$136,500.00	98.10%	\$2,647.00	\$6,825.00
91	PUBLIC ADDRESS SYSTEM	\$26,944.00	\$24,100.00	\$0.00	\$0.00	\$24,100.00	89.44%	\$2,844.00	\$1,205.00
GRAND TOTALS		\$2,386,707.00	\$2,115,110.50	\$112,490.00	\$0.00	\$2,227,600.50	93.33%	\$159,106.50	\$111,380.03

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: EC LITTLE LEAGUE  
 P.O. BOX 794  
 3120 WINDYBUSH DRIVE  
 HOUSTON, TEXAS 77057

PROJECT: EC150 5A-5B-5C-5D-5E  
 SOFTBALL COMPLEX

FROM CONTRACTOR: POLASEK CONSTRUCTION INC.  
 P.O. BOX 24  
 3120 WINDYBUSH DRIVE  
 HOUSTON, TEXAS 77057

VIA ARCHITECT: RWB ARCHITECTS INC.  
 3100 THUNDERBOLT STE 410  
 HOUSTON, TEXAS

CONTRACT FOR: GENERAL CONSTRUCTION

APPLICATION NO: #14

PERIOD TO: 11/24/14

PROJECT NOS: 1515

CONTRACT DATE: 11/24/14

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

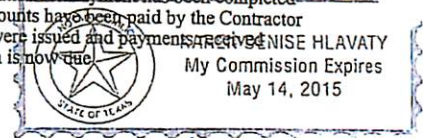
**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$	2386707.00
2. Net change by Change Orders .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	2386707.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$	2311639.50 ✓
(Column G on G703)		
5. RETAINAGE:		
a. _____ % of Completed Work .....	\$	_____
(Column D + E on G703)		
b. _____ % of Stored Material .....	\$	_____
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703) .....	\$	_____
6. TOTAL EARNED LESS RETAINAGE .....	\$	2196057.52 ✓
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate) .....	\$	_____
8. CURRENT PAYMENT DUE .....	\$	79837.04 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$	190649.48 ✓
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.



CONTRACTOR:  
 POLASEK CONSTRUCTION INC.

By: *[Signature]* Date: 11/24/14

State of: TEXAS County of: WILMINGTON  
 Subscribed and sworn to before me this 24 day of Nov., 2014  
 Notary Public: *[Signature]*  
 My Commission expires: 5/14/2015

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 79,837.04

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
 By: *[Signature]* Date: 11-26-2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

REVIEWED  
 Mark Pool  
 12/02/2014

*[Handwritten Signature]*

# CONTINUATION SHEET

ALA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #14  
APPLICATION DATE: 11/24/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 11/24/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

ECHS Athletic Complex

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	<b>DIVISION 1 - GEN. REQUIREMENTS</b>								
2	GENERAL CONDITIONS	\$36,000.00	\$31,000.00	\$3,000.00	\$0.00	\$34,000.00	94.44%	\$2,000.00	\$1,700.00
3	INSURANCE	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
4	TESTING / FIELD SURVEYS	\$19,000.00	\$15,375.50	\$0.00	\$0.00	\$15,375.50	80.92%	\$3,624.50	\$768.78
5	CONSTRUCTION MANAGER FEE	\$46,798.00	\$39,500.00	\$3,000.00	\$0.00	\$42,500.00	90.82%	\$4,298.00	\$2,125.00
6	ARCHITECTURAL FEES	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$4,000.00
7	CONSTRUCTION DOC PRINTING	\$1,353.00	\$1,353.00	\$0.00	\$0.00	\$1,353.00	100.00%	\$0.00	\$67.65
8	FINAL CLEAN	\$2,930.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,930.00	\$0.00
9	CONTRACTOR CONTINGENCY	\$8,647.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	17.35%	\$7,147.00	\$75.00
10	<b>DIVISION 2 - SITEWORK</b>								
11	EARTHWORK	\$38,753.00	\$38,753.00	\$0.00	\$0.00	\$38,753.00	100.00%	\$0.00	\$1,937.65
12	SELECT FILL MATERIALS	\$27,935.00	\$27,935.00	\$0.00	\$0.00	\$27,935.00	100.00%	\$0.00	\$1,396.75
13	FINAL SITE GRADING	\$2,500.00	\$1,000.00	\$1,500.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
14	EROSION CONTROL	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100.00%	\$0.00	\$190.00
15	TERMITE CONTROL	\$1,424.00	\$1,424.00	\$0.00	\$0.00	\$1,424.00	100.00%	\$0.00	\$71.20
16	CONCRETE WALKS	\$110,085.00	\$103,700.00	\$3,000.00	\$0.00	\$106,700.00	96.93%	\$3,385.00	\$5,335.00
17	REINFORCING STEEL	\$8,009.00	\$8,009.00	\$0.00	\$0.00	\$8,009.00	100.00%	\$0.00	\$400.45
18	TRANSFORMER PAD / PULL BOX	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$180.00
19	ORNAMENTAL FENCING	\$13,142.00	\$4,300.00	\$0.00	\$8,842.00	\$13,142.00	100.00%	\$0.00	\$657.10
20	CHAIN LINK FENCING	\$67,072.00	\$67,072.00	\$0.00	\$0.00	\$67,072.00	100.00%	\$0.00	\$3,353.60
21	BACKSTOP / NETTING	\$45,645.00	\$31,400.00	\$0.00	\$14,245.00	\$45,645.00	100.00%	\$0.00	\$2,282.25
22	METAL PANEL FENCING	\$79,905.00	\$79,905.00	\$0.00	\$0.00	\$79,905.00	100.00%	\$0.00	\$3,995.25
23	BATTING CAGE FENCE / NETS	\$39,868.00	\$39,868.00	\$0.00	\$0.00	\$39,868.00	100.00%	\$0.00	\$1,993.40
24	WINDSCREENS AT BULLPENS	\$3,728.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,728.00	\$0.00
25	STORM WATER SYSTEMS	\$40,443.00	\$40,443.00	\$0.00	\$0.00	\$40,443.00	100.00%	\$0.00	\$2,022.15
26	SITE UTILITY CONNECTIONS	\$8,166.00	\$8,166.00	\$0.00	\$0.00	\$8,166.00	100.00%	\$0.00	\$408.30
27	FIELD DRAINAGE SYSTEMS	\$35,950.00	\$35,950.00	\$0.00	\$0.00	\$35,950.00	100.00%	\$0.00	\$1,797.50
28	SPORT FIELDS PREP / SOD	\$251,635.00	\$251,635.00	\$0.00	\$0.00	\$251,635.00	100.00%	\$0.00	\$12,581.75
29	IRRIGATION SYSTEM	\$71,500.00	\$55,900.00	\$15,600.00	\$0.00	\$71,500.00	100.00%	\$0.00	\$3,575.00
30	PUMP STATION	\$9,800.00	\$9,800.00	\$0.00	\$0.00	\$9,800.00	100.00%	\$0.00	\$490.00
31	GRASS AT COMMONS	\$23,926.00	\$0.00	\$0.00	\$0.00	\$0.00		\$23,926.00	\$0.00

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #14  
APPLICATION DATE: 11/24/14

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 11/24/14

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

ECHS Athletic Complex

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
32	<b>DIVISION 3 - CONCRETE</b>								
33	SITE LIGHTING FOOTINGS	\$2,200.00	\$0.00	\$2,200.00	\$0.00	\$2,200.00	100.00%	\$0.00	\$110.00
34	CONCESSIONS FOUNDATION	\$22,948.00	\$22,948.00	\$0.00	\$0.00	\$22,948.00	100.00%	\$0.00	\$1,147.40
35	MAIN ENTRY FOUNDATIONS	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$4,200.00	100.00%	\$0.00	\$210.00
36	DUGOUT / BS FOUNDATIONS	\$61,680.00	\$61,680.00	\$0.00	\$0.00	\$61,680.00	100.00%	\$0.00	\$3,084.00
37	BATTING CAGE FOUNDATION	\$38,424.00	\$38,424.00	\$0.00	\$0.00	\$38,424.00	100.00%	\$0.00	\$1,921.20
38	REINFORCING STEEL	\$30,282.00	\$30,282.00	\$0.00	\$0.00	\$30,282.00	100.00%	\$0.00	\$1,514.10
39	<b>DIVISION 4 - MASONRY</b>								
40	CMU REINFORCMENT	\$4,316.00	\$4,316.00	\$0.00	\$0.00	\$4,316.00	100.00%	\$0.00	\$215.80
41	SPEC-BRIK MATERIALS	\$68,000.00	\$68,000.00	\$0.00	\$0.00	\$68,000.00	100.00%	\$0.00	\$3,400.00
42	SPEC-BRIK LABOR	\$54,826.00	\$54,826.00	\$0.00	\$0.00	\$54,826.00	100.00%	\$0.00	\$2,741.30
43	<b>DIVISION 5 METALS</b>								
44	MAIN ENTRY STRUCTURAL STEEL	\$17,345.00	\$17,345.00	\$0.00	\$0.00	\$17,345.00	100.00%	\$0.00	\$867.25
45	MISC STEEL / INSTALLATION	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00	100.00%	\$0.00	\$120.00
46	<b>DIVISION 6 - WOODS &amp; PLASTICS</b>								
47	ROUGH CARPENTRY	\$52,900.00	\$52,900.00	\$0.00	\$0.00	\$52,900.00	100.00%	\$0.00	\$2,645.00
48	WOOD TRUSSES	\$11,045.00	\$11,045.00	\$0.00	\$0.00	\$11,045.00	100.00%	\$0.00	\$552.25
49	DUGOUT BENCHES	\$8,824.00	\$8,824.00	\$0.00	\$0.00	\$8,824.00	100.00%	\$0.00	\$441.20
50	BATRACKS / HELMET STORAGE	\$3,550.00	\$3,550.00	\$0.00	\$0.00	\$3,550.00	100.00%	\$0.00	\$177.50
51	<b>DIVISION 7 - MOISTURE PROTECT.</b>								
52	BUILDING INSULATION	\$1,970.00	\$1,970.00	\$0.00	\$0.00	\$1,970.00	100.00%	\$0.00	\$98.50
53	MASONRY COATINGS	\$10,320.00	\$3,000.00	\$7,320.00	\$0.00	\$10,320.00	100.00%	\$0.00	\$516.00
54	METAL ROOFING	\$45,103.00	\$45,103.00	\$0.00	\$0.00	\$45,103.00	100.00%	\$0.00	\$2,255.15
55	SEALANTS / CAULKING	\$10,740.00	\$3,000.00	\$7,740.00	\$0.00	\$10,740.00	100.00%	\$0.00	\$537.00
56	<b>DIVISION 8 - DOORS &amp; WINDOWS</b>								
57	HOLLOW METAL	\$8,777.00	\$8,777.00	\$0.00	\$0.00	\$8,777.00	100.00%	\$0.00	\$438.85
58	CEILING ACCESS DOORS	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	\$40.00
59	ALUM. ROLLING COUNTER DOOR	\$8,658.00	\$8,658.00	\$0.00	\$0.00	\$8,658.00	100.00%	\$0.00	\$432.90
60	FINISH HARDWARE	\$4,994.00	\$4,994.00	\$0.00	\$0.00	\$4,994.00	100.00%	\$0.00	\$249.70
61	GLASS AND GLAZING	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00

# CONTINUATION SHEET

ALA DOCUMENT G703

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ARCHITECT'S PROJECT NO: N/A

ECHS Athletic Complex

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
62	<b>DIVISION 9 - FINISHES</b>								
63	RESILIENT BASE	\$1,277.00	\$1,277.00	\$0.00	\$0.00	\$1,277.00	100.00%	\$0.00	\$63.85
64	FLOOR SEALER	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
65	PAINTING	\$14,725.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	81.49%	\$2,725.00	\$600.00
66	<b>DIVISION 10 SPECIALTIES</b>								
67	TOILET PARTITIONS	\$8,220.00	\$6,400.00	\$0.00	\$0.00	\$6,400.00	77.86%	\$1,820.00	\$320.00
68	METAL LOUVERS	\$835.00	\$835.00	\$0.00	\$0.00	\$835.00	100.00%	\$0.00	\$41.75
69	FLAGPOLES	\$2,260.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,260.00	\$0.00
70	GRAPHICS ALLOWANCE	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
71	INTERIOR GRAPHICS	\$1,798.00	\$1,798.00	\$0.00	\$0.00	\$1,798.00	100.00%	\$0.00	\$89.90
72	FIRE EXTINGUISHERS	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100.00%	\$0.00	\$30.00
73	TOILET ACCESSORIES	\$2,745.00	\$2,160.00	\$0.00	\$0.00	\$2,160.00	78.69%	\$585.00	\$108.00
74	<b>DIVISION 11 EQUIPMENT</b>								
75	<b>DIVISION 12 FURNISHINGS</b>								
76	CASEWORK / STAINLESS TOPS	\$18,100.00	\$18,100.00	\$0.00	\$0.00	\$18,100.00	100.00%	\$0.00	\$905.00
77	<b>DIVISION 13 SPECIAL CONSTRUCTION</b>								
78	BATTING CAGE PEMB	\$41,524.00	\$40,700.00	\$824.00	\$0.00	\$41,524.00	100.00%	\$0.00	\$2,076.20
79	BLEACHER ROOF SYSTEM	\$91,580.00	\$91,580.00	\$0.00	\$0.00	\$91,580.00	100.00%	\$0.00	\$4,579.00
80	ANGLE FRAME BLEACHERS	\$145,820.00	\$145,820.00	\$0.00	\$0.00	\$145,820.00	100.00%	\$0.00	\$7,291.00
81	<b>DIVISION 14 CONVEYING SYSTEMS</b>								
82	<b>DIVISION 15 - PLUMBING</b>								
83	PLUMBING SYSTEMS	\$65,171.00	\$60,400.00	\$4,771.00	\$0.00	\$65,171.00	100.00%	\$0.00	\$3,258.55
84	<b>DIVISION 15 - MECH. HVAC</b>								
85	HVAC SYSTEMS	\$4,950.00	\$3,600.00	\$1,350.00	\$0.00	\$4,950.00	100.00%	\$0.00	\$247.50
86	<b>DIVISION 16 - ELECTRICAL</b>								
87	MAIN ELEC. SERVICE CONDUITS	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100.00%	\$0.00	\$825.00
88	SITE LIGHTING	\$24,695.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	85.04%	\$3,695.00	\$1,050.00
89	SPORT LIGHTING	\$209,900.00	\$191,800.00	\$8,000.00	\$0.00	\$199,800.00	95.19%	\$10,100.00	\$9,990.00

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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 PERIOD TO: 11/24/14

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ARCHITECT'S PROJECT NO: N/A  
 ECHS Athletic Complex

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
90	GENERAL ELECTRICAL	\$139,147.00	\$136,500.00	\$2,647.00	\$0.00	\$139,147.00	100.00%	\$0.00	\$6,957.35
91	PUBLIC ADDRESS SYSTEM	\$26,944.00	\$24,100.00	\$0.00	\$0.00	\$24,100.00	89.44%	\$2,844.00	\$1,205.00
	GRAND TOTALS	\$2,386,707.00	\$2,227,600.50	\$60,952.00	\$23,087.00	\$2,311,639.50	96.85%	\$75,067.50	\$115,581.98

**Agenda Item Summary Sheet (4 B.3)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

**Consent Agenda:  
Business and Support  
Services**

Budget Amendment to Appropriate Funds for Baseball and Softball Field Complex

**Summary**

According to district policy, the budget shall be amended when a change is made increasing any one of the functional spending categories.

**Ballpark Amendment No. 9** appropriates funds for construction expenditures for the new High School Baseball and Softball Fields Complex. The amendment transfers \$186,703 from the General Fund 199 fund balance to Fund 622 – Building Construction.

This amendment is to pay for Application and Certification for Payment No. 13 and Application and Certification for Payment No. 14 from Polasek Construction, Inc. Application No. 13 for \$106,865.50 was certified by RWS Architects on October 3, 2014, and Application No. 14 for \$79,837.04 was certified by RWS Architects on November 26, 2014 and was approved by El Campo Little League. Both were approved by El Campo Little League.

**ECISD Board Policy**

CE (LOCAL), ANNUAL OPERATING BUDGET

**Effective Date**

December 15, 2014

**Previous Board Action**

The Board approved the 2014-2015 General Operating Budget on August 26, 2014.

**Future Action Expected**

The Board is required to amend the budget when a change increases any one of the functional spending areas.

**Background Information and  
Significant Issues**

In accordance with the executed Escrow Agreement, the district will escrow additional earnest money each time an *Application and Certification for Payment* from Polasek Construction Inc., is certified by RWS Architects and approved by El Campo Little League.

Fourteen *Applications and Certification for Payment* have been approved and certified:

- Application No. 1 ..... \$58,285.35
- Application No. 2 ..... \$51,727.50
- Application No. 3 ..... \$114,793.25
- Application No. 4 ..... \$105,238.15
- Application No. 5 ..... \$123,825.85
- Application No. 6 ..... \$192,726.26
- Application No. 7 ..... \$220,064.65
- Application No. 8 ..... \$149,760.38
- Application No. 9 ..... \$240,826.90
- Application No. 10 ..... \$388,478.75
- Application No. 11 ..... \$313,803.05
- Application No. 12 ..... \$49,824.89
- Application No. 13 ..... \$106,865.50
- Application No. 14 ..... \$79,837.04
- **TOTAL..... \$2,196,057.44**

<b>Fiscal Impact</b>	These amendments reduce the General Fund 199 fund balanced by (\$186,703).
<b>Student and Public Benefit</b>	Accurate accounting for the expenditure of public funds.
<b>Procedural and Reporting Implications</b>	Record the official budget amendment and make the necessary changes in the general operating budget.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Ballpark Amendment No. 9</li> </ul>
<b>Contact Person(s)</b>	David Bright, Assistant Superintendent of Finance and Operations
<b>Action Required</b>	Motion, second and majority vote to approve budget amendment(s).
<b>Superintendent's Recommendation</b>	I recommend you approve the budget amendment(s) as a part of the Consent Agenda.  <b>Mark Pool, Superintendent of Schools</b>

**EL CAMPO INDEPENDENT SCHOOL DISTRICT**  
**700 WEST NORRIS STREET**  
**EL CAMPO, TEXAS 77437**  
**(979) 543-6771**  
**(979) 543-1670 FAX**

December 15, 2014  
DATE

2014-15  
BUDGET YEAR

TO: Board of Trustees  
FROM: David Bright  
Assistant Superintendent for Finance  
RE: Budget Amendment(s)

Due to a change in financial requirements, I request the following budget amendments:

**BALLPARK AMENDMENT #9**

BUDGET CODE	ACCOUNT NAME	BUDGET	CHANGE+/-	AMENDED
199 00 8911 00 000 500000	Transfers Out	\$ 58,290	+\$ 186,703	\$ 244,993
199 00 3700 00 000 500000	Unassigned Fund Balance	\$ 5,924,977	-\$ 186,703	\$ 5,738,274
622 00 7915 00 000 400000	Transfers In	\$ 2,010,357	+\$ 186,703	\$ 2,197,060
622 81 6629 00 001 499000	Building Construction	\$ 2,010,357	+\$ 186,703	\$ 2,197,060

Appropriate funds for construction expenditures for the new Baseball/Softball Complex; transfer funds from the General Fund balance.

**Agenda Item Summary Sheet (4 B.5)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda  
Business and Support  
Services**

Application(s) for Payment for High School Auditorium Renovations

**Summary**

On February 25, 2014, the Superintendent was authorized to negotiate a contract with Polasek Construction, Inc. as the Construction Manager at Risk for the renovations to the high school auditorium. Payment for Construction Phase services of this project are governed by Article 7 of this contract.

On August 26, 2014, the Board approved the guaranteed maximum price for this project of \$1,945,206.00. The GMP was based on approved Construction Drawings and Specifications and all modifications issued by addenda and represents a "not to exceed" sum, which includes the estimated Cost of the Work as defined in Article 6 of the contract and the Construction Manager's Fee as defined in Article 5.

We have received Application and Certification for Payment No. 3, which is pending review and certified for payment by Malcolm Gaus with RWS Architects, Inc., in the amount of \$61,180.00. This leaves a balance to finish, including retainage, of \$1,756,131.30.

**ECISD Board Policy**

None.

**Effective Date**

December 15, 2014

**Previous Board Action**

On February 25, 2014, the Superintendent was authorized to negotiate a contract with Polasek Construction, Inc. as the Construction Manager at Risk for the renovations to the high school auditorium.

On August 26, 2014, the Board approved the guaranteed maximum price for this project of \$1,945,206.00.

**Future Action Expected**

The Board will review Applications for Payment from Polasek Construction, Inc. that have been certified by RWS Architects on a monthly basis until the conclusion of this project.

**Background Information and  
Significant Issues**

None.

**Fiscal Impact**

**Payment Recap for High School Auditorium Renovations**

Date Approved	Application for Payment No.	Total Completed and Stored	Retainage at 5.0%	Total Earned Less Retainage	Current Payment	Total Paid To Date	Balance to Finish
<b>Original Contract</b>							<b>\$1,945,206.00</b>
09/20/14	1	\$39,126.00	\$1,956.30	\$37,169.70	\$37,169.70	\$0.00	\$1,908,036.30
10/23/14	2	\$134,626.00	\$6,731.30	\$127,894.70	\$90,725.00	\$37,169.70	\$1,817,311.30
Pending	3	\$199,026.00	\$9,951.30	\$189,074.70	\$61,180.00	\$127,894.70	\$1,756,131.30

<b>Student and Public Benefit</b>	Monthly review of the Applications for Payment from the contractor that have been certified by the architects insures accounting transparency for the public on this project.
<b>Procedural and Reporting Implications</b>	None.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None
<b>Attachments</b>	Copy of Application and Certification for Payment No. 3
<b>Contact Person(s)</b>	David Bright, Assistance Superintendent of Finance and Operations
<b>Action Required</b>	No action required.
<b>Superintendent's Recommendation</b>	This is an information item only. <b>Mark Pool, Superintendent of Schools</b>

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

6 PAGES

TO OWNER: EL CAMPO ISD  
700 WEST NORRIS  
EL CAMPO, TEXAS

PROJECT: High School Auditorium  
Renovations & Additions

FROM CONTRACTOR: POLASEK CONSTRUCTION INC.  
P.O. BX 64  
EL CAMPO, TEXAS 77437

VIA ARCHITECT: RWS ARCHITECTS INC.  
3100 TIMMONS  
HOUSTON, TEXAS 77041

CONTRACT FOR: GENERAL CONSTRUCTION

APPLICATION NO: #3

PERIOD TO: 11/24/14

PROJECT NOS: #1383

CONTRACT DATE: 2/26/2014

Distribution to:

OWNER

ARCHITECT

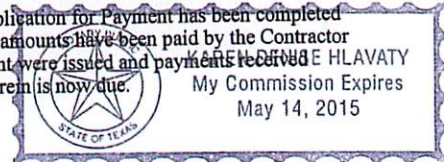
CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1945206.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1945206.00
4. TOTAL COMPLETED & STORED TO DATE	\$	199026.00 ✓
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$	9951.30 ✓
(Column D + E on G703)		
b. 5 % of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
6. TOTAL EARNED LESS RETAINAGE	\$	189074.70 ✓
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	127894.70 ✓
8. CURRENT PAYMENT DUE	\$	61180.00 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	1756131.30 ✓
(Line 3 less Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.



CONTRACTOR: POLASEK CONSTRUCTION INC.

By: *[Signature]* Date: 11/24/14

State of: TEXAS County of: WILKINSON

Subscribed and sworn to before me this 24 day of Nov. 2014

Notary Public: *[Signature]*

My Commission expires: 5/14/2015

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

83 Pending Architect's Certification

REVIEWED  
Mark Pool  
12/11/2014

**Agenda Item Summary Sheet (4 B.9)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

**Consent Agenda:  
Business and Support  
Services**

Approval of Interlocal Agreement to Participate in Purchasing Cooperative of America

**Summary**

According to *Government Code § 791.001, 791.011* to increase efficiency and effectiveness, the District may contract or agree with other local governments and with state agencies to perform some of its purchasing functions.

District policy CH (LEGAL), PURCHASING AND ACQUISITION, states that the District may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and services reasonably required for the installation, operation, or maintenance of goods.

A district that purchases goods and services by agreement with another local government or with the state or state agency satisfies the requirement to seek competitive bids for the purchase of goods and services.

We would like to participate by interlocal agreement in the Purchasing Cooperative of America administered by the Region III Education Service Center.

**ECISD Board Policy**

CH (LEGAL), PURCHASING AND ACQUISITION

**Effective Date**

December 15, 2014

**Previous Board Action**

None.

**Future Action Expected**

Annual renewal of Interlocal Agreement.

**Background Information and  
Significant Issues**

The PCA cooperative program combines the benefits of specialty, local, and regional co-ops into a national program appealing to national companies with the value of industry "best practice". PCA is administered by the Region III Education Service Center, which is a state agency. The "State Agency" connection is vitally important when members are spending federal funds. When federal funds are spent or commingled, the purchasing cooperative used must be administered by a State agency with the cooperative contracts awarded and held by that agency.

Membership in the cooperative is free, and the district will work directly

with vendors who have been awarded PCA contracts by Region III according to Texas purchasing cooperative statutes.

<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	Less time and money spent on administrative tasks associated with other procurement methods. Improves efficiency and effectiveness of purchasing operations.
<b>Procedural and Reporting Implications</b>	Execution of Interlocal Agreement between the El Campo ISD and the Region III Education Service Center.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None
<b>Attachments</b>	<ul style="list-style-type: none"><li>• Copy of Interlocal Contract</li></ul>
<b>Contact Person(s)</b>	David Bright, Assistance Superintendent of Finance and Operations
<b>Action Required</b>	Motion, second, and a majority vote to approve the Interlocal Contract to participate in the Purchasing Cooperative of America, administered by the Region III Education Service Center.
<b>Superintendent's Recommendation</b>	<p>I recommend you approve the Interlocal Contract to participate in the Purchasing Cooperative of America, administered by the Region III Education Service Center as a part of the Consent Agenda.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>



**Agenda Item Summary Sheet (4 B.10)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda:  
Business and Support  
Services**

Review of Monthly Financial Reports for Month of October

**Summary**

Although there is no statutory or policy requirement for the Board to do so, reviewing the Monthly Financial Report is a good practice for the Board to follow in overseeing the management of the District.

The report provides the Board with a current comparison of actual revenue and expenditures to the budget adopted for the General Fund.

The Tax Collections Report provides the Board with the District's current tax collections for the fiscal year.

The Cash Flow Report provides the Board with both a historical and current perspective of the District's monthly cash flow.

**ECISD Board Policy**

None.

**Effective Date**

November 30, 2014

**Previous Board Action**

Approval of 2014-2015 General Operating Budget on August 19, 2014.

**Future Action Expected**

The Board will review the monthly financial statements at each regular monthly board meeting.

**Background Information and  
Significant Issues**

The unaudited fund balance in the General Fund (Fund 199 only) on August 31, 2014 was \$6,074,037, which is 21.85% of the approved General Fund operating expenditures (as defined in the AEIS Report) of \$27,800,164.

Fund balance designated for replacement of artificial turf at Ricebird Stadium is \$350,000, leaving an undesignated fund balance of \$5,724,037; or 20.59% of the approved General Fund operating expenditures (as defined in the AEIS Report).

The following budget amendments have reduced that amount throughout the year:

- Security Cameras for High School..... \$99,235
- Baseball / Softball Complex ..... \$49,825
- TOTAL..... \$149,060

The current undesignated fund balance is \$5,574,977 or 20.05% of the approved General Fund operating expenditures (as defined in the AEIS Report).

**Fiscal Impact** None.

**Student and Public Benefit** Closely monitoring actual revenue and expenditures as compared to the adopted budget each month helps to ensure the efficient use of public funds.

**Procedural and Reporting Implications** None.

**Public Comments** None.

**Alternatives** None.

**Other Comments and Related Issues** **Financial Report.** In the General Operating Fund, we have received 26.58% of our amended revenue projections; and expended 29.90% of our amended expenditure estimates.

Compared to the same time last year, our revenue decreased by (\$698,351) and our expenditures increased by \$592,239.

	2010-2011		2011-2012		2012-2013		2013-2014		2014-2015	
	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp	Rev	Exp
<b>Sep</b>	9.93%	10.95%	10.63%	12.13%	10.87%	15.21%	9.73%	13.30%	9.48%	7.12%
<b>Oct</b>	18.64%	18.81%	19.79%	20.05%	19.84%	22.74%	19.43%	21.26%	17.85%	21.80%
<b>Nov</b>	27.97%	23.69%	29.84%	27.07%	30.94%	28.88%	29.49%	28.75%	26.58%	29.90%
<b>Dec</b>	41.96%	30.73%	41.60%	33.20%	44.98%	35.39%	44.93%	35.84%		
<b>Jan</b>	60.48%	37.99%	64.61%	40.50%	65.81%	42.09%	64.89%	43.90%		
<b>Feb</b>	66.83%	48.02%	69.97%	50.83%	71.78%	51.52%	70.55%	52.93%		
<b>Mar</b>	68.88%	55.20%	72.10%	57.21%	74.26%	57.69%	72.50%	60.40%		
<b>Apr</b>	73.41%	62.72%	77.12%	64.95%	78.68%	65.38%	77.18%	68.40%		
<b>May</b>	77.20%	69.62%	81.11%	71.59%	82.15%	71.53%	80.73%	76.17%		
<b>Jun</b>	82.93%	76.81%	87.17%	78.14%	87.97%	79.86%	86.24%	81.52%		
<b>Jul</b>	89.99%	84.05%	93.70%	85.44%	94.13%	88.19%	93.06%	88.46%		
<b>Aug</b>	100.38%	98.74%	100.06%	98.47%	100.17%	98.97%	100.12%	98.89%		

**Tax Collection Report.** Our beginning tax levy of \$14,739,444 has been adjusted by (\$7,681) giving us a new adjusted levy of \$14,731,764; and we have currently collected \$1,173,124 which amounts to 7.96% of the adjusted levy. This leaves an uncollected balance of \$267,932.

Delinquent collections YTD are \$24,314 plus \$12,728 in penalty and interest.

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
<b>Oct</b>	0.00%	0.35%	0.31%	0.21%	0.26%	0.23%
<b>Nov</b>	0.44%	8.60%	9.54%	12.48%	9.69%	7.96%
<b>Dec</b>	30.01%	39.54%	34.01%	39.14%	41.43%	
<b>Jan</b>	73.71%	81.26%	84.41%	83.67%	84.25%	
<b>Feb</b>	92.80%	93.50%	94.04%	94.27%	94.03%	
<b>Mar</b>	94.60%	94.95%	95.38%	95.47%	95.09%	
<b>Apr</b>	95.27%	95.52%	96.12%	96.07%	95.78%	
<b>May</b>	95.84%	96.26%	96.75%	96.51%	96.26%	
<b>Jun</b>	96.50%	96.67%	97.14%	96.88%	96.99%	
<b>Jul</b>	96.83%	97.10%	97.65%	97.50%	97.61%	
<b>Aug</b>	97.17%	97.74%	97.90%	97.68%	97.97%	
<b>Sep</b>	97.37%	97.88%	97.98%	97.84%	98.07%	

**Cash Flow Report.** The following spreadsheet shows the actual cash flow compared to the projected (historical) cash flow for the month.

Fiscal Year	Month			Year-to-Date		
	2013-2014	2014-2015	Difference	2013-2014	2014-2015	Difference
<b>Revenue</b>	\$3,175,684	\$2,829,036	(\$346,648)	\$9,308,401	\$8,610,050	(\$698,351)
<b>Expenditures</b>	\$2,737,185	\$2,827,171	\$89,986	\$6,891,640	\$7,301,214	\$409,574
<b>Balance</b>	\$438,499	\$1,865	(\$436,634)	\$2,416,761	\$1,308,836	(\$1,107,925)

**Attachments**

- Monthly Financial Report – November 30, 2014
- Tax Collection Recap 2014-2015
- Cash Flow Report 2014-2015

**Contact Person(s)** David Bright, Assistant Superintendent of Finance and Operations

**Action Required** No Action Required.

**Superintendent's Recommendation** This is an information report only.  
**Mark Pool, Superintendent of Schools**

**EL CAMPO INDEPENDENT SCHOOL DISTRICT**  
**MONTHLY FINANCIAL REPORT**  
 December 15, 2014

**Comparison of Revenue and Expenditures**  
**to the Budget for the General Operating, Food Service & Debt Service Fund**  
 9-1-14 to 11-30-14

**ESTIMATED REVENUE:**

	<i>Original Budget</i>	<i>Amended Budget</i>	<i>Revenue Realized</i>	<i>Revenue Balance</i>
<i>Local:</i>	\$15,719,884	\$15,719,884	\$1,461,448	(\$14,258,436)
<i>State:</i>	\$15,055,162	\$15,055,162	\$6,724,551	(\$8,330,611)
<i>Federal:</i>	\$1,613,129	\$1,613,129	\$424,051	(\$1,189,078)
<i>Other Resources:</i>	\$0	\$0	\$0	\$0
<b>Total:</b>	\$32,388,175	\$32,388,175	\$8,610,050	(\$23,778,125)

**ESTIMATE EXPENDITURES:**

<i>Original Budget</i>	<i>Amended Budget</i>	<i>Expended</i>	<i>Outstanding Encumbrances</i>	<i>Expenditures Year to Date</i>	<i>Balance for Year</i>
\$32,388,175	\$32,537,235	\$7,301,214	\$2,429,210	\$9,730,424	\$22,806,811

**COMPARISONS TO NOVEMBER 30 OF PRIOR YEAR:**

	<i>2013-2014</i>	<i>2014-2015</i>	<i>Increase/ Decrease</i>
<i>Revenues:</i>	\$9,308,401	\$8,610,050	(\$698,351)
<i>Expenditures:</i>	\$9,138,185	\$9,730,424	\$592,239
<i>Cash Position:</i>	\$11,328,424	\$9,955,691	(\$1,372,733)
<b>PRIOR MONTH CASH POSITION as of 10/31/14:</b>		\$10,224,972	

<b>GENERAL FUND - FUND BALANCE</b>	<b>GENERAL OPERATING</b>	<b>FUND BALANCE</b>	<b>% of OPERATING</b>	
GENERAL FUND - FUND BALANCE as of 8-31-10:	\$28,851,273	\$5,832,903	20.22%	
GENERAL FUND - FUND BALANCE as of 8-31-11:	\$28,096,459	\$6,760,897	24.06%	
GENERAL FUND - FUND BALANCE as of 8-31-12:	\$25,761,913	\$8,898,859	34.54%	
GENERAL FUND - FUND BALANCE as of 8-31-13:	\$27,161,780	\$8,490,723	31.26%	
GENERAL FUND - FUND BALANCE as of 8-31-14:	\$27,800,164	\$6,074,037	21.85%	unaudited

**BUDGET AMENDMENTS:**

Appropriate funds for Security Cameras for the High School Campus	\$99,235
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NOTE: Cash Position includes Local, State, and Federal Funds. Does not include Capital Projects.

**TAX COLLECTION RECAP**  
2014 - 2015

Reporting Period	Beginning Levy	Adjustments	Adjusted Levy	Current Tax Year Collections	% Collected	% Collected Prior Year	Delinquent Collections	Penalty & Interest	Total Collections	Current Tax Year Uncollected
<b>Monthly Recap</b>										
Oct-14	\$14,739,444	-\$5,471	\$14,733,973	34,548	0.23%	0.26%	\$8,089	\$6,782	\$49,418	
Nov-14	\$14,739,444	-\$7,681	\$14,731,764	1,138,577	7.73%	9.43%	\$16,226	\$5,946	\$1,160,749	
<b>Year To Date</b>				<b>1,173,124</b>	<b>7.96%</b>	<b>9.69%</b>	<b>24,314</b>	<b>12,728</b>	<b>\$1,210,166</b>	<b>\$13,558,639</b>

**EL CAMPO INDEPENDENT SCHOOL DISTRICT**  
**Cash Flow**  
**2014-2015**

199	GENERAL FUND	Actual Sep-14	Actual Oct-14	Actual Nov-13	Actual Nov-14	Actual Dec-13	Actual Jan-14	Actual Feb-14	Actual Mar-14	Actual Apr-14	Actual May-14	Actual Jun-14	Actual Jul-14	Actual Aug-14	2013-14 Totals
<b>REVENUE:</b>															
5700	<b>Local Revenue:</b>														
5711	Taxes Current Year	12,236	30,501	1,144,443	1,005,218	3,840,618	5,176,225	1,181,680	126,868	80,603	57,585	89,190	72,103	43,140	11,862,846
5712	Taxes Prior Years	6,688	7,092	24,066	14,163	14,982	29,478	43,942	12,349	22,616	8,355	14,135	36,878	5,353	268,880
5717	Misc-Vehicle Inventory	0	0	0	0	0	0	10,783	0	0	0	0	0	5,129	15,912
5719	Pen, Int, & Other	6,056	5,982	10,107	5,345	9,702	16,505	40,801	15,948	19,437	10,728	19,023	33,088	10,345	212,051
5720	Service to Other LEAs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5730	Tuition and Fees	0	-160	0	0	0	0	0	0	0	-200	11,240	0	2,985	14,025
5740	Other Local Sources	4,231	3,500	243,599	2,885	3,806	4,248	4,096	3,850	5,859	3,238	2,768	5,029	109,071	394,147
5750	Co/Curr Activities	25,930	21,253	18,556	19,100	4,595	3,283	2,494	719	26	559	0	21,560	4,795	101,228
	<b>Total Local Rev:</b>	<b>55,141</b>	<b>68,168</b>	<b>1,440,772</b>	<b>1,046,711</b>	<b>3,873,703</b>	<b>5,229,739</b>	<b>1,283,795</b>	<b>159,734</b>	<b>128,541</b>	<b>80,266</b>	<b>136,356</b>	<b>168,658</b>	<b>180,819</b>	<b>12,869,089</b>
5800	<b>State Revenue:</b>														
5811	Available School Fund	0	0	0	4,303	93,427	29,376	29,376	138,747	96,900	92,378	145,727	94,115	136,463	856,509
5812	Foundation Entitlement	2,833,762	2,326,469	1,222,426	1,223,700	49,747	0	0	0	967,250	628,198	1,259,061	1,634,606	2,259,536	13,190,879
5812	Founda Ent-Prior Yr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5819	LEP Student Success Init	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5820	Misc State Program Rev	0	0	0	7,780	0	0	0	0	0	0	0	0	4,920	11,754
5831	TRS On-Behalf	102,653	103,156	102,700	103,219	103,825	102,601	102,651	102,826	102,106	102,587	103,506	103,889	159,865	1,292,130
	<b>Total State Rev:</b>	<b>2,936,415</b>	<b>2,429,625</b>	<b>1,325,126</b>	<b>1,339,002</b>	<b>246,999</b>	<b>131,977</b>	<b>132,027</b>	<b>241,573</b>	<b>1,166,256</b>	<b>823,163</b>	<b>1,508,294</b>	<b>1,832,610</b>	<b>2,560,784</b>	<b>15,351,272</b>
5900	<b>Federal Revenue:</b>														
5930	Federal	4,900	0	0	248,536	4,231	0	0	0	0	4,315	0	6,304	0	298,518
	<b>Total Federal Rev:</b>	<b>4,900</b>	<b>0</b>	<b>0</b>	<b>248,536</b>	<b>4,231</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,315</b>	<b>0</b>	<b>6,304</b>	<b>0</b>	<b>298,518</b>
7900	<b>Other Res/Non-Oper</b>														
	Other Res/Non-Oper	0	0	0	0	0	0	0	0	0	0	735,254	0	0	735,254
	<b>Total Other Res:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>735,254</b>	<b>0</b>	<b>0</b>	<b>735,254</b>
	<b>Total Revenue:</b>	<b>2,996,456</b>	<b>2,497,793</b>	<b>2,765,898</b>	<b>2,634,250</b>	<b>4,124,934</b>	<b>5,361,716</b>	<b>1,415,822</b>	<b>401,307</b>	<b>1,294,797</b>	<b>907,744</b>	<b>2,379,904</b>	<b>2,007,573</b>	<b>2,741,603</b>	<b>31,529,796</b>
<b>EXPENDITURES:</b>															
6000	<b>Expenditures:</b>														
6100	Payroll Costs	1,106,045	1,731,554	1,720,586	1,751,221	1,726,120	1,694,389	1,720,841	1,721,032	1,694,897	1,737,904	1,758,012	1,732,422	2,404,369	20,739,821
6200	Contracted Services	178,116	432,363	318,923	269,315	308,172	332,280	309,543	263,733	281,119	262,688	324,499	352,899	496,917	3,750,798
6300	Supplies & Materials	161,538	140,376	144,296	171,380	126,131	148,015	72,797	162,010	193,907	215,683	194,721	73,146	139,976	1,664,191
6400	Other Operating	27,493	286,969	23,308	277,399	44,324	215,905	57,181	35,112	223,415	135,917	77,023	191,762	83,415	1,348,013
6500	Debt Services	0	0	500	0	0	0	98,675	0	0	0	21,659	-867	10,328	130,294
6600	Capital Outlay	0	69,138	335,164	76,688	26,790	35,410	0	30,570	0	30,590	123,955	141,548	481,196	1,327,978
8900	Other Uses/Non Operating	49,825	0	0	106,866	0	454,870	0	192,726	265,311	149,760	952,777	388,479	313,803	2,717,727
	<b>Total Expenditures:</b>	<b>1,523,017</b>	<b>2,660,399</b>	<b>2,542,778</b>	<b>2,652,867</b>	<b>2,231,537</b>	<b>2,880,869</b>	<b>2,259,037</b>	<b>2,405,183</b>	<b>2,658,649</b>	<b>2,532,542</b>	<b>3,452,645</b>	<b>2,879,388</b>	<b>3,930,005</b>	<b>31,678,822</b>
<b>ENDING BALANCE</b>		<b>1,473,439</b>	<b>-162,606</b>	<b>223,121</b>	<b>-18,617</b>	<b>1,893,397</b>	<b>2,480,847</b>	<b>-843,216</b>	<b>-2,003,876</b>	<b>-1,363,852</b>	<b>-1,624,798</b>	<b>-1,072,742</b>	<b>-871,815</b>	<b>-1,188,402</b>	
<b>GF FB as of 8/31/14</b>		<b>6,074,037</b>													
		7,547,476	7,384,870	10,748,140	7,366,252	12,641,537	15,122,384	14,279,168	12,275,293	10,911,441	9,286,643	8,213,901	7,342,086	6,153,685	

240	FOOD SERVICE	Actual Sep-14	Actual Oct-14	Actual Nov-13	Actual Nov-14	Actual Dec-13	Actual Jan-14	Actual Feb-14	Actual Mar-14	Actual Apr-14	Actual May-14	Actual Jun-14	Actual Jul-14	Actual Aug-14	2013-14 Totals
<b>REVENUE:</b>															
5700	<b>Local Revenue:</b>														
	Earnings from Temp Dep			413	425	0	0	459	0	0	527	0	0	504	1,903
	Foundation Revenue														
	Lunch	31,579	34,541	28,146	27,437	21,567	29,874	30,366	23,007	29,684	27,314	2,814	92	23,764	284,304
	Breakfast	6,403	8,322	6,646	6,375	5,980	6,464	7,296	6,469	7,152	6,576	791	0	4,084	67,272
	A La Carte	10,674	11,273	8,162	7,952	6,740	8,998	10,605	7,420	10,889	10,274	1,706	0	3,201	86,413
	Adult Lunches	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Catering/Vending	191	0	0	460	269	1,105	1,181	0	1,042	1,408	4,250	219	2,035	11,510
	Summer Food Service	0	0	0	0	0	0	0	0	0	0	22	0	0	22
	<b>Total Local Rev:</b>	<b>48,847</b>	<b>54,136</b>	<b>43,367</b>	<b>42,649</b>	<b>34,556</b>	<b>46,441</b>	<b>49,908</b>	<b>36,896</b>	<b>48,766</b>	<b>46,099</b>	<b>9,583</b>	<b>311</b>	<b>33,587</b>	<b>451,423</b>
5800	<b>State Revenue</b>														
5829	Misc St Program Rev.	0	0	0	0	0	0	0	9,685	0	0	0	0	0	10,731
5831	TRS On-Behalf Benefit	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Total State Rev:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,685</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,731</b>
5900	<b>Federal Revenue</b>														
5921	School Breakfast	0	31,267	41,264	0	33,639	26,664	28,447	33,641	26,732	37,747	35,244	8,991	9,243	317,684
5922	National School Lunch	0	112,003	116,069	0	92,093	77,755	92,659	101,619	80,978	109,881	100,377	25,795	35,863	936,067
5923	USDA Donated Com	9,115	9,115	9,513	9,115	9,513	9,513	9,513	9,513	9,513	9,513	9,513	9,513	-1,953	102,693
5929	Fed Rev TEA-Sum Feed	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Total Federal Rev:</b>	<b>9,115</b>	<b>152,385</b>	<b>166,846</b>	<b>9,115</b>	<b>135,246</b>	<b>113,933</b>	<b>130,619</b>	<b>144,774</b>	<b>117,224</b>	<b>157,141</b>	<b>145,135</b>	<b>44,299</b>	<b>43,153</b>	<b>1,356,445</b>
7900	<b>Other Res/Non-Oper:</b>														
7940	Other Res/Non-Oper	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Total Other Res:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Total Revenue:</b>	<b>57,962</b>	<b>206,521</b>	<b>210,213</b>	<b>51,764</b>	<b>169,802</b>	<b>160,374</b>	<b>180,527</b>	<b>191,355</b>	<b>165,990</b>	<b>203,240</b>	<b>154,718</b>	<b>44,610</b>	<b>76,740</b>	<b>1,818,599</b>
<b>EXPENDITURES:</b>															
6000	<b>Expenditures:</b>														
6100	Payroll & Benefits	36,939	53,347	47,895	56,797	50,202	46,494	46,470	47,552	45,321	46,622	47,802	43,821	59,163	566,166
6200	Contracted Services	0	180,929	135,901	106,241	111,701	124,026	48,909	110,613	112,214	109,199	102,195	50,576	26,421	1,055,362
6300	Supplies & Materials	9,542	9,794	10,007	9,387	9,945	10,164	9,720	9,681	9,695	9,928	10,388	9,659	2,701	122,304
6400	Other Operating	0	76	105	129	160	55	61	234	42	80	197	0	322	1,432
6600	Capital Outlay	0	0	0	0	0	0	0	14,177	0	0	0	0	0	23,420
	<b>Total Expenditures:</b>	<b>46,481</b>	<b>244,146</b>	<b>193,908</b>	<b>172,554</b>	<b>172,007</b>	<b>180,739</b>	<b>105,161</b>	<b>182,257</b>	<b>167,272</b>	<b>165,830</b>	<b>160,581</b>	<b>104,056</b>	<b>88,607</b>	<b>1,768,684</b>
	<b>ENDING BALANCE</b>	<b>11,481</b>	<b>-26,144</b>	<b>51,171</b>	<b>-146,934</b>	<b>48,965</b>	<b>28,600</b>	<b>103,966</b>	<b>113,063</b>	<b>111,781</b>	<b>149,192</b>	<b>143,329</b>	<b>83,882</b>	<b>72,015</b>	

511	DEBT SERVICE	Actual Sep-14	Actual Oct-14	Actual Nov-13	Actual Nov-14	Actual Dec-13	Actual Jan-14	Actual Feb-14	Actual Mar-14	Actual Apr-14	Actual May-14	Actual Jun-14	Actual Jul-14	Actual Aug-14	2013-14 Totals
<b>REVENUE:</b>															
5700	Local Revenue:														
5711	Taxes Current Year	1,831	4,047	171,262	133,359	574,735	774,605	176,834	18,986	12,062	8,617	13,347	10,790	6,456	1,775,243
5712	Taxes Prior Years	915	996	3,347	2,063	2,015	4,295	6,201	1,783	3,051	1,206	2,031	4,983	752	37,698
5719	Pen, Int, & Other	763	800	1,048	601	785	1,105	5,166	2,194	2,379	1,437	2,682	4,060	1,453	25,396
5742	Earnings Fm Temp Dep	132	140	107	149	166	344	388	394	390	410	404	423	257	3,465
	<b>Total Local Rev:</b>	<b>3,642</b>	<b>5,983</b>	<b>175,764</b>	<b>136,172</b>	<b>577,702</b>	<b>780,348</b>	<b>188,590</b>	<b>23,357</b>	<b>17,883</b>	<b>11,671</b>	<b>18,464</b>	<b>20,255</b>	<b>8,918</b>	<b>1,841,803</b>
5800	State Revenue:														
5829	St Rev Dist By TEA	0	0	22,190	6,851	0	0	0	0	0	0	0	0	0	22,190
	<b>Total State Rev:</b>	<b>0</b>	<b>0</b>	<b>22,190</b>	<b>6,851</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,190</b>
7900	Other Res/Non-Oper:														
7911	Issuance of Bonds	0	0	0	0	0	0	0	0	0	16,179,995	0	0	0	16,179,995
7916	Issuance of Bonds	0	0	0	0	0	0	0	0	0	1,369,608	0	0	0	1,369,608
7940	Other Res/Non-Oper Rev	0	0	1,619	0	0	0	0	0	0	-1,619	0	0	0	0
	<b>Total Other Res:</b>	<b>0</b>	<b>0</b>	<b>1,619</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,547,983</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,549,603</b>
	<b>Total Revenue:</b>	<b>3,642</b>	<b>5,983</b>	<b>199,573</b>	<b>143,023</b>	<b>577,702</b>	<b>780,348</b>	<b>188,590</b>	<b>23,357</b>	<b>17,883</b>	<b>17,559,655</b>	<b>18,464</b>	<b>20,255</b>	<b>8,918</b>	<b>19,413,596</b>
<b>EXPENDITURES:</b>															
6000	Expenditures:														
6500	Debt Service														
6511	Bond Principal	0	0	0	0	0	0	405,000	0	0	0	0	0	695,000	1,100,000
6521	Interest on Bonds	0	0	0	0	0	0	346,312	0	0	-15,529	0	0	283,655	614,438
6599	Other Debt Fees	0	0	500	1,750	0	0	0	400	0	282,082	0	0	0	282,982
8949	Other Uses-Bond Escrow	0	0	0	0	0	0	0	0	0	17,254,997	0	0	0	17,254,997
	<b>Total Expenditures:</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>1,750</b>	<b>0</b>	<b>0</b>	<b>751,312</b>	<b>400</b>	<b>0</b>	<b>17,521,550</b>	<b>0</b>	<b>0</b>	<b>978,655</b>	<b>19,252,417</b>
<b>ENDING BALANCE</b>		<b>3,642</b>	<b>9,625</b>	<b>291,799</b>	<b>150,898</b>	<b>869,501</b>	<b>1,649,849</b>	<b>1,087,127</b>	<b>1,110,084</b>	<b>1,127,967</b>	<b>1,166,071</b>	<b>1,184,535</b>	<b>1,204,791</b>	<b>235,054</b>	
<b>Total Approved Budget</b>															
<b>199,240,511</b>															
<b>TOTAL REVENUE</b>		<b>3,058,060</b>	<b>2,710,296</b>	<b>3,175,684</b>	<b>2,829,036</b>	<b>4,872,437</b>	<b>6,302,438</b>	<b>1,784,939</b>	<b>616,019</b>	<b>1,478,670</b>	<b>18,670,639</b>	<b>2,553,086</b>	<b>2,072,437</b>	<b>2,827,261</b>	<b>50,486,327</b>
<b>TOTAL EXP</b>		<b>1,569,498</b>	<b>2,904,545</b>	<b>2,737,185</b>	<b>2,827,171</b>	<b>2,403,544</b>	<b>3,061,608</b>	<b>3,115,510</b>	<b>2,587,840</b>	<b>2,825,921</b>	<b>20,219,922</b>	<b>3,613,226</b>	<b>2,983,444</b>	<b>4,997,267</b>	<b>52,699,923</b>
<b>ENDING BALANCE</b>		<b>1,488,562</b>	<b>1,294,313</b>	<b>2,416,761</b>	<b>1,296,178</b>	<b>4,885,654</b>	<b>8,126,484</b>	<b>6,795,912</b>	<b>4,824,091</b>	<b>3,476,840</b>	<b>1,927,557</b>	<b>867,417</b>	<b>-43,590</b>	<b>-2,213,596</b>	

**Agenda Item Summary Sheet (4 B.11)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda: Business and Support Services**

Quarterly Investment Report

**Summary**

According to the *Texas Government Code § 2256.023(a)*, *Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.*

This information is taken from the Public Funds Investment Act.

**ECISD Board Policy**

CDA (LEGAL), OTHER REVENUES: INVESTMENTS, QUARTERLY REPORTS

**Effective Date**

November 30, 2014

**Previous Board Action**

Board reviews *Quarterly Investment Reports* in September, December, March, and June.

**Future Action Expected**

Next review, March 2015

**Background Information and Significant Issues**

None.

**Fiscal Impact**

None.

**Student and Public Benefit**

Closely monitoring district investments ensures the efficient use of public funds.


**Procedural and Reporting Implications**

None.

**Public Comments**

None.

<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	<ul style="list-style-type: none"><li>• <i>ECISD Quarterly Financial Report for Quarter Ending November 30, 2014</i></li></ul>
<b>Contact Person(s)</b>	David Bright, Assistant Superintendent of Finance and Operations
<b>Action Required</b>	No Action Required. This is an information report only.
<b>Superintendent's Recommendation</b>	Information only. <b>Mark Pool, Superintendent of Schools</b>



# ***ECISD QUARTERLY INVESTMENT REPORT***

For Quarter Ending  
November 30, 2014

Submitted December 15, 2014  
ECISD Board Meeting

Prepared by David Bright,  
Assistant Superintendent for Finance

**El Campo Independent School District  
Quarterly Report of Investment Activity  
Quarter Ending November 30, 2014**

**Introduction**

House Bill 2459, which was passed during the 1995 legislative session, amended a section of the Education Code dealing with investments. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare a report of investment activity and position on a quarterly basis. The report that follows covers the period September 1, 2014 to November 30, 2014.

**Investment Strategy for all Funds**

The goal of the investment program is to maximize financial returns within current market conditions in accordance with Board Policy CDA (LEGAL) and CDA (LOCAL). All legal, authorized investments shall have sufficient liquidity to meet anticipated cash flow requirements, projected on a weekly, monthly, and annual basis. Investments should not exceed one (1) year in final, stated maturity. Only investments authorized by Board Policy CDA (LEGAL) and CDA (LOCAL) will be purchased. Investments should be purchased with the intent of holding until maturity.

**Investment Activity for the Quarter Ending November 30, 2014**

Interest from checking accounts at Prosperity Bank totaled:	\$ 8,434.55
Interest earned at TexPOOL for the quarter totaled:	2.58
Interest earned at TexSTAR for the quarter totaled:	<u>.15</u>
<b>Total Interest Earned for the Quarter:</b>	<b>\$ 8,437.28</b>

**Diversification of Funds**

As a part of the investment policy adopted by the Board, a written investment strategy is required which must describe the investment objective for each fund. One of the priorities listed in Board policy concerns diversification of the investment portfolio. As of November 30, 2014, the District's portfolio held \$9,913,031.64 or 99.57% of available funds with Prosperity Bank, \$38,060.50 or .38% with TexPOOL, and \$4,598.84 or .05% with TexSTAR. The portfolio balance was \$9,955,690.98.

**Collateral**

In order to protect the District from risk of loss related to uninsured cash balances, the District's depository bank pledges collateral to the District in the form of government securities. On November 30, 2014, securities pledged by the Prosperity State Bank to El Campo ISD had an estimated market value of \$21,449,337.75. With FDIC insurance the District has adequate collateral.

**Investment Position at November 30, 2014**

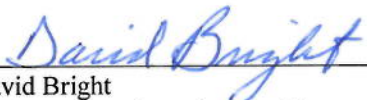
The attached report details the ending cash and investment balances for each of the past three months. Interest earned is posted to the General Ledger on a monthly basis.

**Investment Officers' Certification**

I hereby certify that the following information to the best of my knowledge is a true and accurate description of the investment portfolio of the El Campo Independent School District for the period ending November 30, 2014. All investments are in compliance with the Public Funds Investment Act (HB2459) and local investment policies.

Respectfully Submitted,

\_\_\_\_\_  
Joyce Supak  
Investment Officer  
El Campo Independent School District

  
\_\_\_\_\_  
David Bright  
Assistant Superintendent for Finance  
El Campo Independent School District

**EL CAMPO INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY CASH & INVESTMENT REPORT  
 Sept 1, 2014 to Nov 30, 2014**

**Prosperity Bank**

**Bank Account Balances - Month End**

	<u>Sep 14</u>	<u>Oct 14</u>	<u>Nov 14</u>
Money Market Account	\$6,829,127.34	\$6,329,187.26	\$4,903,200.67
General Fund	\$1,151,191.58	\$1,508,104.77	\$2,388,864.21
General Fund - Investment Account	\$1,873,484.14	\$1,836,860.30	\$1,836,860.30
Payroll	\$195,420.78	\$33,271.19	\$196,834.42
Interest & Sinking	\$462,091.64	\$474,889.79	\$587,272.04
<b>Total</b>	<b>\$10,511,315.48</b>	<b>\$10,182,313.31</b>	<b>\$9,913,031.64</b>

**Prosperity Bank**

**Interest Earned**

	<u>Sep 14</u>	<u>Oct 14</u>	<u>Nov 14</u>
Money Market Account	\$1,535.12	\$1,724.47	\$1,596.35
General Fund	\$375.52	\$406.36	\$496.42
General Fund - Investment Account	\$540.83	\$545.86	\$528.10
Payroll	\$98.71	\$92.90	\$72.54
Interest & Sinking	\$132.08	\$140.15	\$149.14
<b>Total</b>	<b>\$2,682.26</b>	<b>\$2,909.74</b>	<b>\$2,842.55</b>

**Investment Pools**

**Investment Balances - Month End**

	<u>Sep 14</u>	<u>Oct 14</u>	<u>Nov 14</u>
TexPool General Fund Investment Account	\$3,046.11	\$3,046.11	\$3,046.11
TexPool Family Crisis Fund	\$35,012.76	\$35,013.57	\$35,014.39
TexSTAR Debt Service	\$1,101.98	\$1,101.98	\$1,101.98
TexSTAR General	\$3,496.71	\$3,496.75	\$3,496.86
<b>Total</b>	<b>\$42,657.56</b>	<b>\$42,658.41</b>	<b>\$42,659.34</b>

**Investment Pools**

**Investment Interest Earned**

	<u>Sep 14</u>	<u>Oct 14</u>	<u>Nov 14</u>
TexPool General Fund Investment Account	\$0.00	\$0.00	\$0.00
TexPool Family Crisis Fund	\$0.95	\$0.81	\$0.82
TexSTAR Debt Service	\$0.00	\$0.00	\$0.00
TexSTAR General	\$0.04	\$0.04	\$0.07
<b>Total</b>	<b>\$0.99</b>	<b>\$0.85</b>	<b>\$0.89</b>

**Comparison of Interest Rates**

Average Monthly Rate:	Prosperity	TexPool	TexStar
	All Accounts		
Sep-13	0.35%	0.0333	0.0317
Oct-13	0.35%	0.0268	0.0386
Nov-13	0.35%	0.0286	0.0387
Dec-13	0.00%	0.0000	0.0000
Jan-14	0.00%	0.0000	0.0000
Feb-14	0.00%	0.0000	0.0000
Mar-14	0.00%	0.0000	0.0000
Apr-14	0.00%	0.0000	0.0000
May-14	0.00%	0.0000	0.0000
Jun-14	0.00%	0.0000	0.0000
Jul-14	0.00%	0.0000	0.0000
Aug-14	0.00%	0.0000	0.0000



## Monthly Newsletter - November 2014

### Performance

#### As of November 30, 2014

Current Invested Balance	\$4,453,961,626.26
Weighted Average Maturity (1)	52 Days
Weighted Average Maturity (2)	84 Days
Net Asset Value	1.000042
Total Number of Participants	790
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$331,656.36
Management Fee Collected	\$187,117.23
% of Portfolio Invested Beyond 1 Year	2.61%
Standard & Poor's Current Rating	AAAm

#### November Averages

Average Invested Balance	\$4,553,061,081.50
Average Monthly Yield, on a simple basis	0.0387%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	84 Days

#### Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

\* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Rates reflect historical information and are not an indication of future performance.

### New Participants

We would like to welcome the following entities who joined the TexSTAR program in November:

★ Rock Creek Water Supply Corporation ★ City of Sugar Land

### Holiday Reminder

In observance of the Christmas holiday, **TexSTAR will be closed Thursday, December 25, 2014**. All ACH transactions initiated on Wednesday, December 24th will settle on Friday, December 26th.

In observance of the New Year's Day holiday, **TexSTAR will be closed Thursday, January 1, 2015**. All ACH transactions initiated on Wednesday, December 31st will settle on Friday, January 2nd.

Notification of any early transaction deadlines on the business day preceding the holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

### Economic Commentary

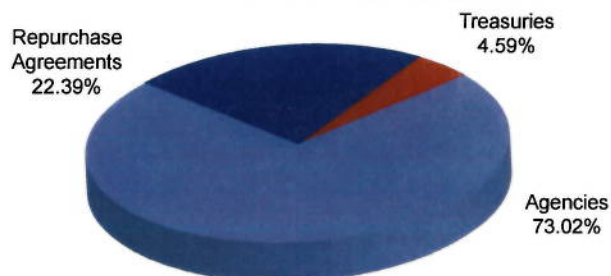
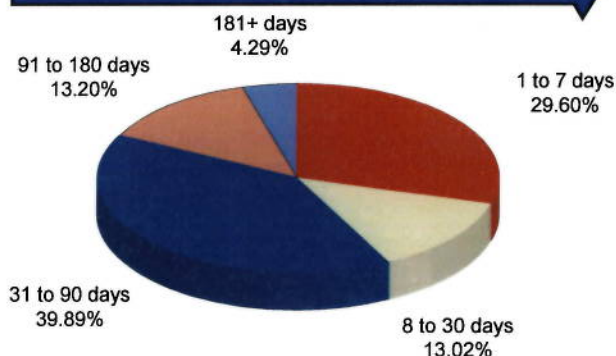
Slow global growth continued to weigh on spread sectors, even as new commitments for further accommodation by global central banks allowed equity markets to rise. Global oil markets fell notably during the month, with prices reaching around \$70 per barrel at month-end, particularly as OPEC chose not to react at its global meeting. Market declines were most pronounced in oil-related names, and the full impact of an extended period of low oil prices on global growth is unknown; however, most market participants expect it to benefit consumption. Domestic growth acceleration should be sufficient enough to offset the uncertainty of global growth. Improvement is expected in labor markets, rising income levels, elevated savings and weaker energy prices to provide a tailwind to consumption. It is also anticipated that domestic growth will improve and capacity utilization constraints should support further capital investment in the business sector. Headline inflation should spend most of 2015 on a declining trend related to the feed through from the significant decline in energy prices. However, core inflation is expected to gradually rise as these components are domestically oriented and more sensitive to domestic growth activity. The stronger US dollar should continue to exert a deflationary impulse on core goods which are primarily import oriented. Against the backdrop of improving domestic growth and moderately rising core inflation, it is expected that the Fed to move off of the zero interest rate floor and begin normalizing policy in the middle of 2015 (provided the data evolves as expected). The mid-2015 start will allow for the Fed to tighten in 2015 at a moderate pace. However, growth and inflation should to continue to improve validating the Fed expectations. This will mark the first time in over a decade where policy and economic activity are diverging at the global level. This divergence was more common in the past, rather than the synchronization of policy makers following the global financial crisis. This divergence is viewed as a healthy sign, where countries with better balance sheets and demand capacity will serve as a buffer for ongoing adjustments at the global level.

This information is an excerpt from an economic report dated November 2014 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

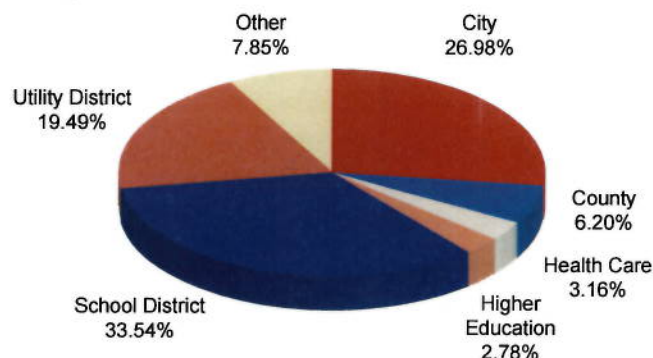
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

## Information at a Glance

### Portfolio by Type of Investment As of November 30, 2014



### Portfolio by Maturity As of November 30, 2014



### Distribution of Participants by Type As of November 30, 2014

## Historical Program Information

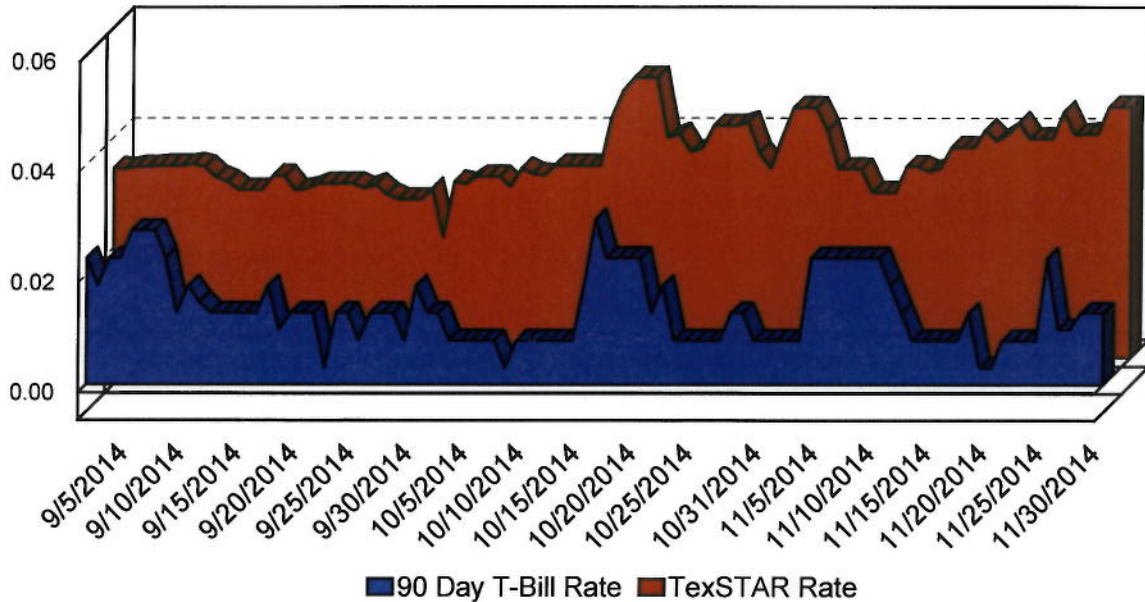
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Nov 14	0.0387%	\$4,453,961,626.26	\$4,454,149,924.27	1.000042	52	84	790
Oct 14	0.0385%	4,433,918,584.81	4,434,061,738.75	1.000043	50	82	788
Sep 14	0.0317%	4,479,282,436.21	4,479,598,265.68	1.000070	50	80	788
Aug 14	0.0350%	4,815,579,162.38	4,815,792,254.70	1.000043	52	83	788
Jul 14	0.0323%	4,816,487,266.54	4,816,599,027.29	1.000023	52	81	788
Jun 14	0.0322%	4,682,201,994.16	4,682,381,855.14	1.000038	50	76	788
May 14	0.0273%	5,188,136,060.86	5,188,307,944.39	1.000034	52	74	786
Apr 14	0.0379%	5,297,751,521.64	5,298,035,810.85	1.000053	51	71	784
Mar 14	0.0400%	5,447,221,784.71	5,447,546,676.56	1.000059	51	66	784
Feb 14	0.0318%	5,890,162,246.46	5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781

## Portfolio Asset Summary as of November 30, 2014

	Book Value	Market Value
Uninvested Balance	\$ 4,538.22	\$ 4,538.22
Accrual of Interest Income	3,456,106.39	3,456,106.39
Interest and Management Fees Payable	(334,705.25)	(334,705.25)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	996,583,000.00	996,583,000.00
Government Securities	3,454,252,686.90	3,454,440,984.91
<b>Total</b>	<b>\$ 4,453,961,626.26</b>	<b>\$ 4,454,149,924.27</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

# TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

## Daily Summary for November 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
11/1/2014	0.0453%	0.000001240	\$4,433,918,584.81	1.000043	52	87
11/2/2014	0.0453%	0.000001240	\$4,433,918,584.81	1.000043	52	87
11/3/2014	0.0412%	0.000001128	\$4,416,385,625.84	1.000040	52	86
11/4/2014	0.0342%	0.000000936	\$4,551,912,442.45	1.000041	50	82
11/5/2014	0.0342%	0.000000936	\$4,528,618,199.88	1.000044	51	84
11/6/2014	0.0341%	0.000000933	\$4,524,117,446.93	1.000046	51	84
11/7/2014	0.0299%	0.000000818	\$4,662,619,939.45	1.000037	49	81
11/8/2014	0.0299%	0.000000818	\$4,662,619,939.45	1.000037	49	81
11/9/2014	0.0299%	0.000000818	\$4,662,619,939.45	1.000037	49	81
11/10/2014	0.0346%	0.000000948	\$4,621,872,803.93	1.000039	51	83
11/11/2014	0.0346%	0.000000948	\$4,621,872,803.93	1.000039	51	83
11/12/2014	0.0337%	0.000000922	\$4,704,767,379.57	1.000033	51	82
11/13/2014	0.0343%	0.000000941	\$4,661,683,576.16	1.000038	52	82
11/14/2014	0.0381%	0.000001045	\$4,591,202,104.91	1.000040	53	85
11/15/2014	0.0381%	0.000001045	\$4,591,202,104.91	1.000040	53	85
11/16/2014	0.0381%	0.000001045	\$4,591,202,104.91	1.000040	53	85
11/17/2014	0.0413%	0.000001131	\$4,463,170,942.77	1.000028	54	87
11/18/2014	0.0393%	0.000001076	\$4,519,989,332.12	1.000036	53	85
11/19/2014	0.0406%	0.000001112	\$4,579,797,777.43	1.000032	53	85
11/20/2014	0.0426%	0.000001166	\$4,637,880,251.61	1.000030	52	84
11/21/2014	0.0397%	0.000001087	\$4,596,923,633.00	1.000027	51	82
11/22/2014	0.0397%	0.000001087	\$4,596,923,633.00	1.000027	51	82
11/23/2014	0.0397%	0.000001087	\$4,596,923,633.00	1.000027	51	82
11/24/2014	0.0446%	0.000001223	\$4,544,224,265.96	1.000025	51	82
11/25/2014	0.0404%	0.000001108	\$4,504,256,341.68	1.000020	53	85
11/26/2014	0.0406%	0.000001112	\$4,464,662,087.17	1.000030	53	84
11/27/2014	0.0406%	0.000001112	\$4,464,662,087.17	1.000030	53	84
11/28/2014	0.0455%	0.000001246	\$4,453,961,626.26	1.000042	52	84
11/29/2014	0.0455%	0.000001246	\$4,453,961,626.26	1.000042	52	84
11/30/2014	0.0455%	0.000001246	\$4,453,961,626.26	1.000042	52	84
<b>Average</b>	<b>0.0387%</b>	<b>0.000001060</b>	<b>\$4,558,061,081.50</b>		<b>52</b>	<b>84</b>

TexSTAR Participant Services  
First Southwest Asset Management, Inc.  
325 North St. Paul Street, Suite 800  
Dallas, Texas 75201



### **TexSTAR Board Members**

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>Town of Addison</i>	<i>Advisory Board</i>
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<i>Pamela Moon</i>	<i>City of Lubbock</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ [www.texstar.org](http://www.texstar.org)

**FirstSouthwest** 

**J.P.Morgan**  
Asset Management

# TEXPOOL

## ANNOUNCEMENTS

We would like to recognize and welcome the following entity who joined the TexPool program in November 2014:

### TexPool

Travis County MUD 13

### Upcoming Events

12/7/14 – 12/10/14

GTOT

Fort Worth

### TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

### Additional information regarding TexPool is available upon request:

www.texpool.com

1-866-839-7665

[1-866-TEX-POOL]

Fax: 866-839-3291

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G35884-24 (12/14)

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Monthly Newsletter December 2014

## Economic and Market Commentary

### Month in Cash: The Fed is in a giving mood

December 1, 2014

It's the holiday season, and it appears the Federal Reserve has given money managers a present, amazing as that sounds.

Readers of this column know we don't mince words when it comes to our frustration with regulators. This year they have given plenty of reasons to feel that way, from the SEC's new rules for money funds, the months it took to fill some of the Fed's open seats and its continual tinkering with the Reverse Repo Program (RRP). The latter has been very helpful at times, giving us some yield by setting a floor on overnight lending. But from an operational perspective, it is hard to plan ahead when the program's parameters keep shifting. The latest change, when the Fed put a cap on the RRP of \$300 billion and didn't guarantee the yield if bids went above that, was particularly problematic. We knew that would put extra pressure on the typical month-end, window-dressing transaction period. Sure enough, the facility broke down at September quarter end when the bids exceeded the cap and the offered rate was zero.

But in the minutes of October's Federal Open Market Committee (FOMC) meeting, released mid-November, the New York Fed said it was poised to offer a term RRP that should alleviate the month-end pressure. There hasn't been much elaboration about it, other than that it will go into effect this month, probably by at least the first week, and that it is an additional \$300 billion. That's good because the capacity needs are at quarter end—and in this case it also is year end. So that is a big positive, and we don't get many positives from the Fed.

Other Fed developments in the last month were also intriguing.

The least important might be the most publicized: the end of quantitative easing (QE), which the Fed concluded in October. You might have thought this would provide some additional capacity, but the taper was so gradual, at \$10 billion nearly every month, that the market had already absorbed it.

But the Fed's decision to offer its equivalent of "open enrollment" for becoming a RRP participant was a bit of a head scratcher as only a few qualifying funds in the entire fund universe were not already on board. A better idea—and there has been a

*(continued page 6)*

### PERFORMANCE AS OF NOVEMBER 30, 2014

	TexPool	TexPool Prime
Current Invested Balance	\$12,140,515,894.42	\$1,147,078,534.91
Weighted Average Maturity (1)*	47 Days	55 Days
Weighted Average Maturity (2)*	71 Days	59 Days
Net Asset Value	1.00006	1.00001
Total Number of Participants	2,320	182
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$288,977.20	\$66,271.19
Management Fee Collected	\$478,470.47	\$56,678.98
Standard & Poor's Current Rating	AAAm	AAAm

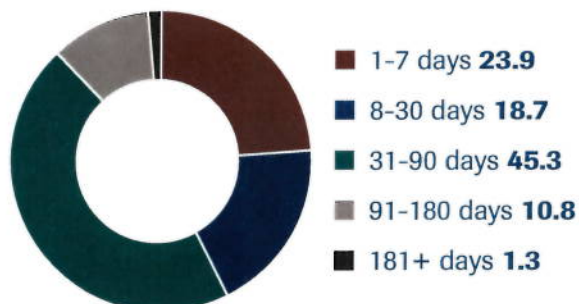
### Month Averages

Average Invested Balance	\$12,335,124,846.67	\$1,128,660,195.73
Average Monthly Yield, on a simple basis (3)*	0.03%	0.07%
Average Weighted Average Maturity (1)*	46 Days	54 Days
Average Weighted Average Maturity (2)*	72 Days	60 Days

\*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

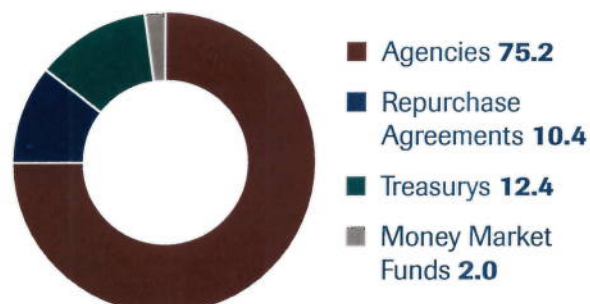
## Portfolio by Maturity (%)

As of November 30, 2014



## Portfolio by Type of Investment (%)

As of November 30, 2014



### PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2014

	Book Value	Market Value
Uninvested Balance	-\$10.19	-\$10.19
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	9,980,758.22	9,980,758.22
Interest and Management Fees Payable	-288,992.13	-288,992.13
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	1,256,871,000.00	1,256,869,000.00
Mutual Fund Investments	250,003,589.40	250,003,589.40
Government Securities	9,120,846,830.32	9,121,453,643.39
US Treasury Bills	249,989,583.30	249,992,500.00
US Treasury Notes	1,253,113,135.50	1,253,093,900.00
<b>Total</b>	<b>\$12,140,515,894.42</b>	<b>\$12,141,104,388.69</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

### PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	575	\$3,940,453,187.68
Higher Education	56	\$914,039,956.66
Healthcare	80	\$399,982,081.14
Utility District	717	\$1,499,556,348.98
City	450	\$3,371,624,756.52
County	175	\$953,617,585.51
Other	267	\$1,061,031,305.21

#### Definition of Weighted Average Maturity (1) & (2)

\*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

\*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

#### Definition of Average Monthly Yield (3)

\*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

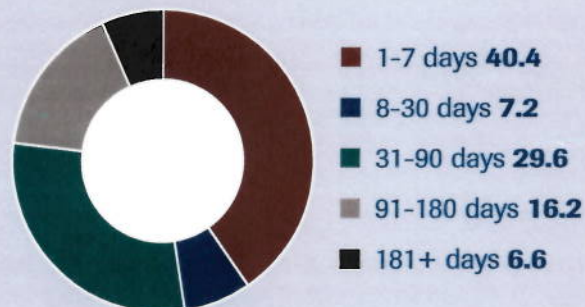
# TEXPOOL

## DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
11/1	0.0285%	0.000000781	\$12,554,108,912.86	1.00005	52	78
11/2	0.0285%	0.000000781	\$12,554,108,912.86	1.00005	52	78
11/3	0.0293%	0.000000802	\$12,594,950,488.52	1.00006	49	75
11/4	0.0263%	0.000000720	\$12,532,130,606.15	1.00006	49	75
11/5	0.0257%	0.000000703	\$12,444,637,527.75	1.00006	48	75
11/6	0.0248%	0.000000680	\$12,425,487,033.66	1.00006	48	74
11/7	0.0251%	0.000000687	\$12,508,717,370.13	1.00005	47	74
11/8	0.0251%	0.000000687	\$12,508,717,370.13	1.00005	47	74
11/9	0.0251%	0.000000687	\$12,508,717,370.13	1.00005	47	74
11/10	0.0250%	0.000000686	\$12,534,776,924.74	1.00005	47	72
11/11	0.0250%	0.000000686	\$12,534,776,924.74	1.00005	47	72
11/12	0.0257%	0.000000705	\$12,565,574,273.23	1.00004	46	71
11/13	0.0271%	0.000000743	\$12,504,989,925.17	1.00005	46	71
11/14	0.0286%	0.000000783	\$12,435,174,501.16	1.00005	46	71
11/15	0.0286%	0.000000783	\$12,435,174,501.16	1.00005	46	71
11/16	0.0286%	0.000000783	\$12,435,174,501.16	1.00005	46	71
11/17	0.0301%	0.000000826	\$12,253,736,282.84	1.00004	44	70
11/18	0.0299%	0.000000820	\$12,243,655,398.27	1.00005	44	69
11/19	0.0303%	0.000000830	\$12,208,400,947.42	1.00005	44	70
11/20	0.0308%	0.000000843	\$12,137,195,763.50	1.00005	44	69
11/21	0.0312%	0.000000855	\$11,975,390,170.56	1.00004	44	70
11/22	0.0312%	0.000000855	\$11,975,390,170.56	1.00004	44	70
11/23	0.0312%	0.000000855	\$11,975,390,170.56	1.00004	44	70
11/24	0.0297%	0.000000815	\$11,964,144,972.05	1.00004	42	68
11/25	0.0305%	0.000000835	\$12,272,681,258.66	1.00004	41	63
11/26	0.0311%	0.000000852	\$12,274,497,719.37	1.00005	47	71
11/27	0.0311%	0.000000852	\$12,274,497,719.37	1.00005	47	71
11/28	0.0308%	0.000000843	\$12,140,515,894.42	1.00006	47	71
11/29	0.0308%	0.000000843	\$12,140,515,894.42	1.00006	47	71
11/30	0.0308%	0.000000843	\$12,140,515,894.42	1.00006	47	71
<b>Average</b>	<b>0.0286%</b>	<b>0.000000782</b>	<b>\$12,335,124,846.67</b>	<b>1.00005</b>	<b>46</b>	<b>72</b>

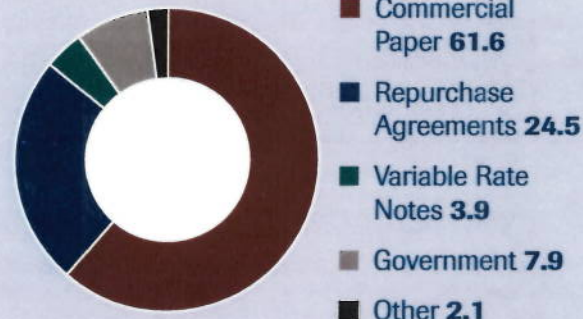
## Portfolio by Maturity (%)

As of November 30, 2014



## Portfolio by Type of Investment (%)

As of November 30, 2014



### PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2014

	Book Value	Market Value
Uninvested Balance	\$346.46	\$346.46
Accrual of Interest Income	14,120.81	14,120.81
Interest and Management Fees Payable	-66,271.30	-66,271.30
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	280,555,000.00	280,555,000.00
Commercial Paper	735,682,933.49	735,700,101.16
Bank Instruments	3,000,000.00	2,999,790.00
Mutual Fund Investments	25,000,079.59	25,000,079.59
Government Securities	89,992,488.08	89,995,820.00
Variable Rate Notes	12,899,837.78	12,899,369.00
<b>Total</b>	<b>\$1,147,078,534.91</b>	<b>\$1,147,098,355.72</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

### PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	82	\$621,355,315.80
Higher Education	8	\$71,660,432.26
Healthcare	8	\$10,899,244.95
Utility District	5	\$48,263,314.80
City	37	\$183,441,436.45
County	20	\$98,914,665.36
Other	22	\$1,147,089,003.28

# TEXPOOL PRIME

## DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
11/1	0.0725%	0.000001985	\$1,127,451,114.98	1.00002	46	54
11/2	0.0725%	0.000001985	\$1,127,451,114.98	1.00002	46	54
11/3	0.0757%	0.000002075	\$1,142,814,565.69	1.00002	43	50
11/4	0.0615%	0.000001684	\$1,139,797,636.00	1.00002	43	50
11/5	0.0644%	0.000001764	\$1,141,472,480.59	1.00003	48	55
11/6	0.0671%	0.000001837	\$1,140,933,832.89	1.00003	51	57
11/7	0.0668%	0.000001829	\$1,131,529,213.67	1.00002	54	61
11/8	0.0668%	0.000001829	\$1,131,529,213.67	1.00002	54	61
11/9	0.0668%	0.000001829	\$1,131,529,213.67	1.00002	54	61
11/10	0.0698%	0.000001913	\$1,132,669,094.23	1.00003	54	60
11/11	0.0698%	0.000001913	\$1,132,669,094.23	1.00003	54	60
11/12	0.0702%	0.000001924	\$1,123,027,612.84	1.00003	53	60
11/13	0.0716%	0.000001963	\$1,137,297,726.67	1.00003	54	59
11/14	0.0752%	0.000002059	\$1,125,655,432.59	1.00003	60	64
11/15	0.0752%	0.000002059	\$1,125,655,432.59	1.00003	60	64
11/16	0.0752%	0.000002059	\$1,125,655,432.59	1.00003	60	64
11/17	0.0783%	0.000002144	\$1,131,745,182.71	1.00003	58	62
11/18	0.0747%	0.000002047	\$1,123,122,377.55	1.00003	58	62
11/19	0.0722%	0.000001978	\$1,113,281,650.12	1.00003	58	63
11/20	0.0722%	0.000001979	\$1,112,546,246.12	1.00003	58	62
11/21	0.0735%	0.000002014	\$1,113,082,223.25	1.00003	57	62
11/22	0.0735%	0.000002014	\$1,113,082,223.25	1.00003	57	62
11/23	0.0735%	0.000002014	\$1,113,082,223.25	1.00003	57	62
11/24	0.0708%	0.000001939	\$1,113,660,521.73	1.00003	56	60
11/25	0.0716%	0.000001963	\$1,124,293,089.13	1.00001	58	62
11/26	0.0700%	0.000001919	\$1,121,768,159.02	1.00001	57	62
11/27	0.0700%	0.000001919	\$1,121,768,159.02	1.00001	57	62
11/28	0.0740%	0.000002028	\$1,147,078,534.91	1.00001	55	59
11/29	0.0740%	0.000002028	\$1,147,078,534.91	1.00001	55	59
11/30	0.0740%	0.000002028	\$1,147,078,534.91	1.00001	55	59
<b>Average</b>	<b>0.0714%</b>	<b>0.000001957</b>	<b>\$1,128,660,195.73</b>	<b>1.00002</b>	<b>54</b>	<b>60</b>

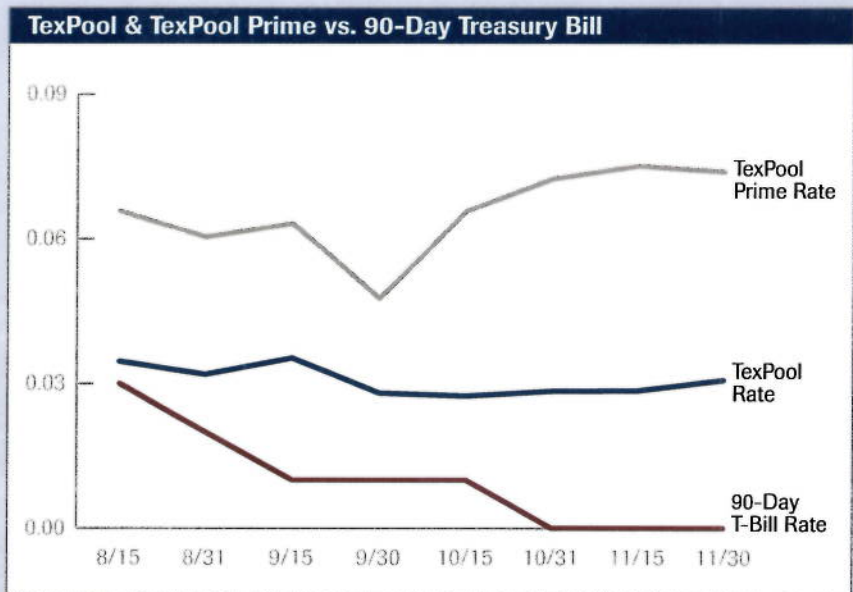
# TEXPOOL

Participant Services  
1001 Texas Ave. 14th Floor  
Houston, TX 77002

*(continued from page 1)*

push for this—is for the Fed to keep the doors open until the dust settles from the new SEC regulations taking place in 2016. There may be products that are currently qualified but won't be once they split into retail and institutional. Maybe a manager will have two underqualified products that, when merged, become qualified. Or perhaps, it might be as simple as a fund eventually reaching the minimum amount of assets needed to participate. With these kinds of dynamics in play over the next two years, we think the Fed should be flexible.

In day-to-day business, rates have stayed the same, including the London Interbank Offered Rate (Libor). We have not yet seen any widening of spreads in anticipation of the end of the year at this point. We are still concentrating on buying in the three-to-six-month space. We don't feel that we are being paid to go out additional months to mid-to-end 2015.



*90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.*

*Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.*

**Agenda Item Summary Sheet (4 B.12)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Information Only***

**Consent Agenda:  
Business and Support  
Services**

Review of Checks Written – November 2014

**Summary**

Although there is no statutory or policy requirement for the Board to review the bills paid during the previous month, a monthly review providing the Board an opportunity to ask questions regarding specific expenditures is a good practice for the Board to follow in overseeing the management of the District.

It is very helpful to the administration and helps in conducting an effective board meeting if questions are identified and asked prior to the meeting.

These bills have already been paid, and were previously authorized by the Board when you adopted the 2014-2015 General Operating Budget.

**ECISD Board Policy**

None.

**Effective Date**

November 30, 2014

**Previous Board Action**

Approval of 2014-2015 General Operating Budget on September 26, 2014 authorizing the expenditure of funds.

**Future Action Expected**

The Board will review the checks written for the previous month prior to each regular monthly board meeting.

**Background Information and  
Significant Issues**

None.

**Fiscal Impact**

Historical comparison of monthly check totals:

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
<b>September</b>	\$629,351.65	\$591,106.98	\$629,530.76	\$695,282.94	\$658,325.30
<b>October</b>	\$640,667.05	\$655,040.01	\$710,446.37	\$894,925.72	\$1,064,624.04
<b>November</b>	\$865,783.43	\$718,579.69	\$716,741.33	\$880,283.81	\$1,211,571.45
<b>Total</b>	<b>\$2,135,802.13</b>	<b>\$1,964,726.68</b>	<b>\$2,056,718.46</b>	<b>\$2,470,492.47</b>	<b>\$2,934,520.79</b>
<b>December</b>	\$720,971.25	\$355,804.15	\$620,159.58	\$741,092.88	
<b>January</b>	\$747,638.61	\$701,991.20	\$771,487.77	\$828,457.21	
<b>February</b>	\$594,414.61	\$526,943.91	\$878,983.83	\$616,434.71	
<b>March</b>	\$704,337.28	\$656,212.94	\$635,776.11	\$725,103.23	
<b>April</b>	\$656,212.94	\$554,991.73	\$561,416.91	\$781,180.01	
<b>May</b>	\$620,111.02	\$891,849.50	\$894,796.41	\$890,561.40	
<b>June</b>	\$736,989.79	\$751,699.54	\$1,003,320.40	\$945,082.48	
<b>July</b>	\$658,378.35	\$762,236.64	\$966,194.37	\$909,843.79	
<b>August</b>	\$1,172,766.92	\$798,167.33	\$796,743.84	\$1,327,169.46	

**Student and Public Benefit** Close monitoring of monthly bills paid and monthly cash flow helps to ensure the efficient use of public funds.

**Procedural and Reporting Implications** None.

**Public Comments** None.

**Alternatives** None.

**Other Comments and Related Issues** None.

**Attachments** List of checks written during the month of September are available in electronic format and were emailed to each member of the Board.

**Contact Person(s)** David Bright, Assistant Superintendent of Finance and Operations

**Action Required** No action required. This is an information report only.

**Superintendent's Recommendation** Information only.  
**Mark Pool, Superintendent of Schools**

**Agenda Item Summary Sheet (5 A)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

***Information Only***

**Curriculum and Instruction**      Number of Students Taking Dual Credit Courses and Receiving College Credit

**Summary**      In the Board Monitoring Document under State Performance Index No. 4, Post Secondary Readiness, Item 1.K. Dual Credit, the objective is:

*ECISD will report on the number of students taking dual credit courses and receiving college credit.*

To monitor this objective the administration is to report to the Board on the status of dual credit courses. The number of students enrolled in dual credit courses and the number of students receiving college credit will be provided. Also, the demographic characteristics of ECISD students enrolled in dual credit courses will include districtwide enrollment by economic status.

**ECISD Board Policy**      AIA (LEGAL) – ACCOUNTABILITY, ACCREDITATION AND PERFORMANCE INDICATORS – Quality of Learning Indicators

**Effective Date**      Fall 2014

**Previous Board Action**      The Board semi-annually reviews a report of students enrolled in dual credit courses.

**Future Action Expected**      The Board semi-annually reviews a report of students enrolled in dual credit courses.

**Background Information and Significant Issues**      The following chart provides the dual enrollment data from the fall semester compared to last Spring semester.

Course	In Jeopardy of not receiving credit	Should receive credit	AA		Hispanic		White		2015 Total
			Sprg 2014	Fall 2014	Sprg 2014	Fall 2014	Sprg 2014	Fall 2014	
English 4H	1	59	1	1	9	18	44	41	60
Business Calculus	1	8	0	0	3	2	12	7	9
Pre-Calculus	2	15	0	0	1	4	5	15	17
Government	Only offered 2nd Semester								

The following data is taken from the Texas Academic Performance Report for 2013-2014. It provides dual credit completion by ethnicity and economically disadvantaged status for 2010-2011 through 2012-2013:

Dual Enrollment	State	District	African American	Hispanic	White	Econ Disadv
2012-13	31.4%	19.3%	13.5%	12.8%	32.3%	12.6%
2011-12	30.6%	19.9%	11.7%	13.4%	31.5%	13.0%
2010-11	30.3%	21.9%	15.8%	14.4%	34.6%	13.6%

This data represents students who complete and receive credit for at least one dual enrollment course in grades 9-12. Dual enrollment courses are those for which a student gets both high school and college credit.

The percentages are calculated as follows:

Number of students in grades 9-12 who received credit for at least one dual enrollment course / number of students in grades 9-12 who completed at least one course.

**Student and Public Benefit**

Monitoring the number of students taking dual enrollment courses and receiving college credit will help us to evaluate and improve our advanced academic program.

**Procedural and Reporting Implications**

None.

**Public Comments**

None.

**Alternatives**

None.

**Other Comments and Related Issues**

None.

**Attachments**

None.

**Contact Person(s)**

Kelly Waters, Assistant Superintendent of Curriculum and Instruction

**Action Required**

No action required.

**Superintendent's Recommendation**

This is an information item only.

**Mark Pool, Superintendent of Schools**

**Agenda Item Summary Sheet (5 B)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Discussion Item***

<b>Curriculum and Instruction</b>	Discuss Proposed New Course Offerings and/or Changes to Curriculum.
<b>Summary</b>	<p>Each year at this time the Board is asked to discuss any new courses that are being proposed for the next school year. This year there we have the following requests from the high school:</p> <ol style="list-style-type: none"><li>1. Anatomy and Physiology</li><li>2. Advanced Print and Imaging Technology</li><li>3. Practicum in Print and Imaging Technology</li><li>4. Advanced Audio Video Technology</li><li>5. Practicum in Audio Video Technology</li><li>6. Practicum in Agriculture, Food and Natural Resources</li></ol> <p>A copy of the course description for each of the proposed courses is attached.</p>
<b>ECISD Board Policy</b>	EHAD (LEGAL), BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION
<b>Effective Date</b>	2014-2015 School Year.
<b>Previous Board Action</b>	The Board annually considers request for new courses or changes to the district's curriculum.
<b>Future Action Expected</b>	The Board annually considers request for new courses or changes to the district's curriculum. Approval of the proposed courses will appear on next month's Consent Agenda.
<b>Background Information and Significant Issues</b>	None.
<b>Fiscal Impact</b>	Unknown. Will not require additional personnel.
<b>Student and Public Benefit</b>	Any time we can improve our course offerings our students benefit by broadening their educational opportunities.

<b>Procedural and Reporting Implications</b>	New high school course offerings are included in the Course Description Handbook used for student registration.
<b>Public Comments</b>	None.
<b>Alternatives</b>	No changes to approved curriculum.
<b>Other Comments and Related Issues</b>	None
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Course Descriptions for each of the Proposed Courses</li> </ul>
<b>Contact Person(s)</b>	<p>Kelly Waters, Assistant Superintendent for Curriculum and Instruction</p> <p>Rich DuBroc, Principal of El Campo High School</p>
<b>Action Required</b>	No action required.
<b>Superintendent's Recommendation</b>	<p>This is a discussion item only. Action will be considered next month as a part of the Consent Agenda.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>

These are the suggested courses from HS:

**Anatomy and Physiology** - In Anatomy and Physiology, students conduct laboratory and field investigations, use scientific methods during investigations, and make informed decisions using critical thinking and scientific problem solving. Students in Anatomy and Physiology study a variety of topics, including the structure and function of the human body and the interaction of body systems for maintaining homeostasis.

**Advanced Print and Imaging Technology** - Careers in printing span all aspects of the industry, including prepress, press, and finishing and bindery operations. Within this context, in addition to developing advanced knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications career cluster, students will be expected to develop an advanced understanding of the printing industry with a focus on press operations.

**Practicum in Print and Imaging Technology** - Careers in printing span all aspects of the industry, including prepress, press, and finishing and bindery operations. Within this context, in addition to developing advanced technical knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications career cluster, students will be expected to develop an advanced technical understanding of the printing industry with a focus on finishing and bindery operations and customer-based projects. Instruction may be delivered through lab-based classroom experiences or career preparation opportunities.

**Advanced Audio/Video Production** - Careers in the Arts, Audio/Video Technology, and Communications career cluster require, in addition to creative aptitude, a strong background in computer and technology applications, a strong academic foundation, and a proficiency in oral and written communication. Within this context, students will be expected to develop an understanding of the various and multifaceted career opportunities in this cluster and the knowledge, skills, and educational requirements for those opportunities.

**Practicum in Audio/Video Production** - Careers in audio and video technology and film production span all aspects of the audio/video communications industry. Within this context, in addition to developing advanced technical knowledge and skills needed for success in the Arts, Audio/Video Technology, and Communications career cluster, students will be expected to develop an increasing understanding of the industry with a focus on applying pre-production, production, and post-production audio and video activities in a studio environment. This course may be implemented in an advanced audio, video, or animation format. Instruction may be delivered through lab-based classroom experiences or career preparation opportunities.

**Practicum in Agriculture, Food and Natural Resources** - The practicum is designed to give students supervised practical application of knowledge and skills. Practicum experiences can occur in a variety of locations appropriate to the nature and level of experiences such as employment, independent study, internships, assistantships, mentorships, or laboratories.

## ***Action Required***

<b>Governance</b>	Revised Contract with RWS Architects, Inc.
<b>Summary</b>	<p>After the \$12M Bond Referendum passed I had a discussion with John Robertson with RWS Architects and we agreed that we should probably update our Owner / Architect Agreement and General Conditions for the proposed work; i.e., Hutchins Classroom Addition and Renovations; Restroom/Locker Room Complex at Ricebird Stadium; and Agriculture Education Project Center. Our current agreement dates back to 2007, and we have been using amendments for the small projects the District has done since that agreement was issued. With these larger proposed projects it is in the best interest of the District to enter into a new agreement that has been reviewed and revised by the district's legal counsel. (Legal counsel has approved all previous agreements and amendments.)</p>
<b>ECISD Board Policy</b>	CV (LEGAL), FACILITIES CONSTRUCTION
<b>Effective Date</b>	December 15, 2014
<b>Previous Board Action</b>	The Board currently has RWS Architects under contract with a number of amendments to a 2007 Owner / Architect Agreement.
<b>Future Action Expected</b>	None.
<b>Background Information and Significant Issues</b>	<p>As discussed at our last regular meeting the contract calls for the Hutchins Classroom Addition and Renovations and the Restroom/Locker Room Complex to be completed using a Construction Manager at Risk delivery method; and the Agriculture Education Project Center to be bid using Competitive Sealed Proposals. Under the proposed agreement RWS will prepare the Requests for Qualifications (RFQ) for Construction Manager at Risk, and the Request for Proposals (RFP) to be used in the Competitive Sealed Proposal process, for review by the district's legal counsel.</p> <p>The proposed Agreement is a standard contract prepared by The American Institute of Architects (AIA). The Agreement has been reviewed by our legal counsel, George Grimes, who has made his usual modifications to the standard AIA agreement and General Conditions.</p>
<b>Fiscal Impact</b>	<ul style="list-style-type: none"><li>• Architects fee for Basic Services is 7% of the final Construction amount.</li><li>• Architects fee for Additional Services is \$167.00 per hour for principal architects, and for other employees 2 ½ times direct personnel expense (actual hourly salary times 1.38).</li><li>• Reimbursable Expenses are in addition to compensation for Basic and Additional Services.</li></ul>

All fees and expenses are outlined in Article 11 of the proposed Owner / Architect Agreement, pages 18-20.

<b>Student and Public Benefit</b>	Ongoing improvements to district facilities.
<b>Procedural and Reporting Implications</b>	Signed Agreement returned to RWS Architects
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	According to LEGAL policy an architect must prepare architectural plans and specifications for any alteration or addition to an existing building owned by the District that is, or will be, used for education, assembly, or office occupancy when the total projected construction costs of alteration or addition at the commencement of construction exceed \$50,000 and the alteration or addition require the removal, relocation, or addition of any walls or partitions or the alteration or addition of an exit.
<b>Attachments</b>	<ul style="list-style-type: none"><li>• Copy of Proposed Agreement Between Owner and Architect (21 pages)</li><li>• Copy of Additions and Deletions Report for the Owner and Architect Agreement (18 pages)</li><li>• Copy of Legal Counsel's Certification of Document's Authenticity (1 page)</li><li>• Copy of Exhibit A to Owner and Architect Agreement (4 pages)</li><li>• Copy of Additions and Deletions Report for Exhibit A (3 pages)</li></ul>
<b>Contact Person(s)</b>	Mark Pool, Superintendent of School
<b>Action Required</b>	Motion, second and majority vote to approve the Revised Owner / Architect Agreement and General Conditions between El Campo Independent School District and RWS Architects, Inc.
<b>Superintendent's Recommendation</b>	<p>I recommend that you approve the Revised Owner / Architect Agreement and General Conditions between El Campo Independent School District and RWS Architects, Inc.</p> <p><b>Mark Pool, Superintendent of Schools</b></p>



# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the TWENTY-FOURTH day of NOVEMBER in the year TWO THOUSAND FOURTEEN

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

**BETWEEN** the Architect's client identified as the Owner:

*(Name, address and other information)*

El Campo Independent School District  
700 W. Norris Street  
El Campo, Texas 77437  
Phone: 979-543-6771  
Fax: 979-543-1670

and the Architect:

*(Name, address and other information)*

RWS Architects Incorporated  
3100 Timmons Lane, Suite 810  
Houston, Texas 77027  
Phone: 713-621-1651 x 106  
Fax: 713-621-1677

for the following Project:

*(Name, location and detailed description)*

The design of the following facilities:  
Hutchins Classroom Addition and Renovations;  
Restroom/Locker Room Complex at Ricebird Stadium; and  
Agriculture Education Project Center.

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.

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User Notes:

(1716599095)

**TABLE OF ARTICLES**

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

**EXHIBIT A INITIAL INFORMATION**

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Hutchins Classroom Addition and Renovations: .....May 1, 2015  
Restroom/Locker Room Complex at Ricebird Stadium: .....June 6, 2015.  
Agriculture Education Project Center: .....May 1, 2015.

.2 Substantial Completion date:

Hutchins Classroom Addition and Renovations:.....New Construction: June 1, 2016;  
Renovations: August 1, 2016.  
Restroom/Locker Room Complex At Ricebird Stadium:.....August 1, 2016.  
Agriculture Education Project Center: .....January 31, 2016.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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 be responsible to the Owner for all costs and damages resulting from (1) negligent defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) negligent errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. 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. Refer to AIA B101-2007, Exhibit A, paragraph A2.4.

§ 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 Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

<u>Professional Liability:</u>	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate
<u>Worker's Compensation</u>	Statutory
<u>Comprehensive General Liability:</u>	
Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00 each person
(Coverage to include groups A, B, & C w/exclusion "C" aggregate removed.)	
<u>Automobile Liability:</u>	No vehicle owned
<u>Architect's Consultants</u>	\$500,000.00

- .1 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.
- .2 The policy so issued in the name of Architect shall also name the Owner as additional insured, except for professional liability insurance and worker's compensation insurance. To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultants. All policies held by the Architect shall be primary coverage.
- .3 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any

insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

- 4 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§2.6 Upon the written request of the Owner, the Architect shall remove from the Project any employee of the Architect to whom the Owner makes a reasonable objection. The Architect shall replace any such employee with an equally qualified employee in a timely manner.

§2.7 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§2.8 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

*(Paragraphs deleted)*

§2.9 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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 made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect to Construction Documents at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2007, as amended by the Owner for the Project.

§ 3.1.8 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work except for civil engineering services which will be provided by the Owner or others as directed by the Owner to be coordinated with Architect for this Project. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed.
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

## § 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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 such other elements as may be appropriate. 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.

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall, subject to review and approval of the Owner, develop and prepare: (1) bidding and 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.

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§ 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.

§3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§3.4.7 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1036 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§3.4.8 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 2.4.7 above.

## § 3.5 BIDDING OR NEGOTIATION 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 If requested by the Owner, the Architect shall assist the Owner in the procurement process for construction services by:

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Procurement Documents to prospective bidders, requesting their return upon completion of the procurement process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders/proposers;
- .3 participating in or organizing and conducting, at the Owner's discretion, a pre-bid/proposal conference for prospective bidders/proposers;
- .4 preparing responses to questions from prospective bidders/proposers and providing clarifications and interpretations of the Procurement Documents to all prospective bidders/proposers in the form of addenda; and
- .5 participating in or organizing and conducting, at the Owner's discretion, the opening of the bids/proposals, and subsequently documenting and distributing the results of the procurement process, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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**§ 3.5.3 NEGOTIATED PROPOSALS**

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

**§ 3.5.3.2**

*(Paragraphs deleted)*

If requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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™–2007, General Conditions of the Contract for Construction, as amended by the Owner. If the Owner and Contractor modify AIA Document A201–2007, 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. Notwithstanding the foregoing, the Architect shall be responsible for providing at no additional cost to the Owner architectural services made necessary by major defects or deficiencies in the Contractor’s work which the Architect should have discovered through reasonable care.

**§ 3.6.1.3** The Architect’s responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates [upon final completion of the Construction Phase after Architect insures that the Contractor has completed all work required by the Contract Documents including all punchlist work.

**§ 3.6.1.4** The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor’s proposals, and providing other services in connection with Change Orders and Construction Change Directives at no additional expense to the Owner.

**§ 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect shall notify the Owner of any Work that does not conform to the Contract Documents and shall reject such work unless the Owner objects to the rejection within twenty-four (24) hours of such notification. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall notify and receive approval from the Owner prior to ordering any such inspection or testing which will result in additional cost to the Owner. However, neither the Architect’s authority to reject work or order inspection or testing nor a decision made in good faith either to exercise

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or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment 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.

§ 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 A201-2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 on-site inspections to check the quality or quantity of the Work except as otherwise required by this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) 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.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

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

§ 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 shop

drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 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 requests for information by the Contractor at no additional charge to the Owner.

§ 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 shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

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

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in AutoCad format, on diskette or CD, showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, 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.

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**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

<b>Additional Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</b>
§ 4.1.1 Programming	Basic	
§ 4.1.2 Multiple preliminary designs	Basic	
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Basic	
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	N/A	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Basic	
§ 4.1.10 Value Analysis (B204™–2007)	N/A	
§ 4.1.11 Detailed cost estimating	N/A	
§ 4.1.12 On-site project representation	N/A	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-Designed Record drawings	Basic	
§ 4.1.15 As-Constructed Record drawings	Basic	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility Support Services (B210™–2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner’s consultants	Owner	
§ 4.1.20 Telecommunications/data design	Basic	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	N/A	
§ 4.1.22 Commissioning (B211™–2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED® Certification (B214™–2007)	N/A	
§ 4.1.25 Fast-track design services	N/A	
§ 4.1.26 Historic Preservation (B205™–2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	

*(Row deleted)*

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.3.1 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 services until the Architect receives the Owner’s written authorization:

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 User Notes:

- .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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 [Subsection Deleted.]
- .6 [Subsection Deleted.]
- .7 [Subsection Deleted.]
- .8 [Subsection Deleted.]
- .9 [Subsection Deleted.]
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 [Subsection Deleted.]

**§ 4.3.2**

*(Paragraphs deleted)*

[Paragraph Deleted.]

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 [Subsection Deleted.]
- .3 Two (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 Four (4) inspections for any portion of the Work to determine final completion
- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

**§ 4.3.4** [Paragraph Deleted.]

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program 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. Within fifteen (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.

**§ 5.2** The Owner shall establish and periodically update 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. 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 limitation 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 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 information on the survey shall be referenced to a Project benchmark.

*(Paragraph deleted)*

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 Unless otherwise provided in this Agreement, 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 The Architect and the Owner shall at all times have access to the Work wherever it is in preparation or progress.

## 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, or to the extent the Project is not completed, the estimated costs 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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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 bid or proposal providing the best value to the Owner, 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, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 Upon execution of this Agreement the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using, and maintaining the Project, and shall obtain similar, nonexclusive licenses from the Architect's consultants.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service set forth in Section 3.3, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

Init.

§ 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. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the initiation of litigation.

§ 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 A201-2007, 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 the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 8.2.3 The parties shall share the mediator's fee 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

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§ 8.3 ARBITRATION (NOT APPLICABLE)

*(Paragraphs deleted)*

ARTICLE 9 TERMINATION OR SUSPENSION

*(Paragraph deleted)*

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, 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 not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven (7) days written notice to the Owner.

§ 9.2 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) 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 (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 [Paragraph Deleted.]

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue for any lawsuit arising under this contract shall be in Wharton County, Texas. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, 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.

§ 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 fourteen (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 fourteen (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 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.9 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

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

§ 10.12 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 *et seq.* and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.13 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2007, as amended by the Owner for the Project.

§ 10.14 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will

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be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.15 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.16 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

#### ARTICLE 11 COMPENSATION

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

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

The Architect's fee for Basic Services is seven percent (7%) of the final Construction amount.

§ 11.2 For Additional Services designated in Section 4.1, 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.)*

Principal Architects: \$167.00 per hour;

Other Architect Employees and Employees of Architect's Consultants: Two and one-half (2 1/2) times direct personnel expense (actual hourly salary times 1.38).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

See Section 11.2, above.

§ 11.4 Compensation for 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 zero (0%), or as otherwise stated below:

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, 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.)*

See Section 11.2, above.

*(Table deleted)*

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

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

- .1 Authorized transportation and out of town travel, except travel to and from the Project site;
- .2 [Subsection Deleted.]
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 [Subsection Deleted.]
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 [Subsection Deleted.]
- .8 [Subsection Deleted.]
- .9 [Subsection Deleted.]
- .10 [Subsection Deleted.]
- .11 [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5%) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 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.

§ 11.10.2 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 thirty (30) 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.)*

Unless otherwise agreed payments for services and Reimbursable Expenses incurred, shall be made monthly upon presentation of Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate stated in the Texas Prompt Payment Act, TEXAS GOVERNMENT CODE, Chapter 2251.

§ 11.10.3 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 pursuant to Article 8.

§ 11.10.4 Records of Reimbursable Expenses, of expenses pertaining to Additional Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be made available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and

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other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**§ 12.1.1 LICENSING AUTHORITY:** The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

**§ 12.1.1.2 Exhibit A:** AIA Document B101-2007, Initial Information.

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

**OWNER:**

**EL CAMPO INDEPENDENT SCHOOL DISTRICT**

**ARCHITECT:**

**RWS ARCHITECTS INCORPORATED**

*(Signature)*

Robert Mark Pool, Superintendent of Schools

*(Printed name and title)*

*(Signature)*

John S. Robertson, AIA, RID, REFF, Principal

*(Printed name and title)*

*(Table deleted)(Paragraphs deleted)*

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# Additions and Deletions Report for AIA® Document B101™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:48:21 on 11/21/2014.

## PAGE 1

**AGREEMENT** made as of the TWENTY-FOURTH day of NOVEMBER in the year TWO THOUSAND FOURTEEN

...

*(Name, ~~legal status~~, address and other information)*

El Campo Independent School District  
700 W. Norris Street  
El Campo, Texas 77437  
Phone: 979-543-6771  
Fax: 979-543-1670

...

*(Name, ~~legal status~~, address and other information)*

RWS Architects Incorporated  
3100 Timmons Lane, Suite 810  
Houston, Texas 77027  
Phone: 713-621-1651 x 106  
Fax: 713-621-1677

...

The design of the following facilities:

Hutchins Classroom Addition and Renovations;  
Restroom/Locker Room Complex at Ricebird Stadium; and  
Agriculture Education Project Center.

## PAGE 2

Hutchins Classroom Addition and Renovations: .....May 1, 2015  
Restroom/Locker Room Complex at Ricebird Stadium: .....June 6, 2015.  
Agriculture Education Project Center: .....May 1, 2015.

...

Hutchins Classroom Addition and Renovations: .....New Construction: June 1, 2016;  
Renovations: August 1, 2016.  
Restroom/Locker Room Complex At Ricebird Stadium:.....August 1, 2016.

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§ 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 be responsible to the Owner for all costs and damages resulting from (1) negligent defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) negligent errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. 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. Refer to AIA B101-2007, Exhibit A, paragraph A2.4.

...

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

<u>Professional Liability:</u>	<u>\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate</u>
<u>Worker's Compensation</u>	<u>Statutory</u>
<u>Comprehensive General Liability:</u>	
<u>Occurrence</u>	<u>\$1,000,000.00</u>
<u>Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal Injury</u>	<u>\$1,000,000.00 each person</u>
<u>(Coverage to include groups A, B, &amp; C w/exclusion "C" aggregate removed.)</u>	
<u>Automobile Liability:</u>	<u>No vehicle owned</u>
<u>Architect's Consultants</u>	<u>\$500,000.00</u>

.1 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

.2 The policy so issued in the name of Architect shall also name the Owner as additional insured, except for professional liability insurance and worker's compensation insurance. To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultants. All policies held by the Architect shall be primary coverage.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)  
3 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any

insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

- ~~.4 — General Liability.~~ .4 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§2.6 Upon the written request of the Owner, the Architect shall remove from the Project any employee of the Architect to whom the Owner makes a reasonable objection. The Architect shall replace any such employee with an equally qualified employee in a timely manner.

~~.2 — Automobile Liability.~~ §2.7 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§2.8 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

~~.3 — Workers' Compensation~~

~~.4 — Professional Liability~~

§2.9 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

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§ 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, necessary as the Project proceeds until the commencement of construction.

#### PAGE 5

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect to Construction Documents at no additional cost to the Owner.

§ 3.1.6 The Architect shall ~~assist the Owner in connection with the Owner's responsibility~~ be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2007, as amended by the Owner for the Project.

§ 3.1.8 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work except for civil engineering services which will be provided by the Owner or others as directed by the Owner to be coordinated with Architect for this Project. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed.
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 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~~, 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.

...

§ 3.3.3 The Architect shall submit the Design Development ~~Documents~~-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.

...

§ 3.4.3 During the development of the Construction Documents, the Architect ~~shall assist the Owner in the development and preparation of~~ shall, subject to review and approval of the Owner, develop and prepare: (1) bidding and 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.

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§3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§3.4.7 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1036 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§3.4.8 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 2.4.7 above.

...

§ 3.5.2.2 The-If requested by the Owner, the Architect shall assist the Owner in bidding the Project by the procurement process for construction services by:

...

- .2 distributing the Bidding-Procurement Documents to prospective bidders, requesting their return upon completion of the bidding procurement process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;bidders/proposers;
- .3 organizing and conducting a pre-bid conference for prospective bidders;participating in or organizing and conducting, at the Owner's discretion, a pre-bid/proposal conference for prospective bidders/proposers;
- .4 preparing responses to questions from prospective bidders-bidders/proposers and providing clarifications and interpretations of the Bidding-Procurement Documents to all prospective bidders bidders/proposers in the form of addenda; and
- .5 organizing and conducting the opening of the bids, participating in or organizing and conducting, at the Owner's discretion, the opening of the bids/proposals, and subsequently documenting and distributing the bidding results, results of the procurement process, as directed by the Owner.

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

- .1 procuring the reproduction 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; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.If requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

...

§ 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™–2007, General Conditions of the Contract for ~~Construction- Construction, as amended by the Owner.~~ If the Owner and Contractor modify AIA Document A201–2007, 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. Notwithstanding the foregoing, the Architect shall be responsible for providing at no additional cost to the Owner architectural services made necessary by major defects or deficiencies in the Contractor’s work which the Architect should have discovered through reasonable care.

§ 3.6.1.3 ~~Subject to Section 4.3, the~~ The Architect’s responsibility to provide Construction Phase Services the Contract Administration Services under this Agreement commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. initial Contract for Construction and terminates [upon final completion of the Construction Phase after Architect insures that the Contractor has completed all work required by the Contract Documents including all punchlist work.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor’s proposals, and providing other services in connection with Change Orders and Construction Change Directives at no additional expense to the Owner.

...

§ 3.6.2.2 ~~The Architect has the authority to reject~~ shall notify the Owner of any Work that does not conform to the Contract Documents. Documents and shall reject such work unless the Owner objects to the rejection within twenty-four (24) hours of such notification. Whenever the Architect considers it necessary or advisable, the Architect ~~shall have the will have~~ authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect. The Architect shall notify and receive approval from the Owner prior to ordering any such inspection or testing which will result in additional cost to the Owner. However, neither the Architect’s authority to reject work or order inspection or testing 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, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 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.

...

§ 3.6.3.2 ~~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, Work except as otherwise required by this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the~~

Owner to substantiate the Contractor's right to payment, or (4) or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

...

§3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

...

**§ 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 ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** ~~Subject to the provisions of Section 4.3, the~~ 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 requests for ~~information~~ information by the Contractor at no additional charge to the Owner.

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**§ 3.6.5.1** The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. ~~The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum not involving an adjustment in the Contract Sum, an expenditure of contingency funds or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Time which are consistent with the intent of the Contract Documents.~~ If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

...

**§3.6.5.3** The Architect shall prepare a set of reproducible record drawings in AutoCad format, on diskette or CD, showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

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<b>§ 4.1.1</b>	Programming (B202™-2009)	Basic	
<b>§ 4.1.2</b>	Multiple preliminary designs	Basic	
<b>§ 4.1.3</b>	Measured drawings	N/A	
<b>§ 4.1.4</b>	Existing facilities surveys	N/A	
<b>§ 4.1.5</b>	Site Evaluation and Planning (B203™-2007)	Basic	

§ 4.1.6	Building Information Modeling (E202™ 2008)information modeling	N/A	
§ 4.1.7	Civil engineering	N/A	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Basic	
§ 4.1.10	Value Analysis (B204™–2007)	N/A	
§ 4.1.11	Detailed cost estimating	N/A	
§ 4.1.12	On-site Project Representation (B207™ 2008)project representation	N/A	
§ 4.1.13	Conformed construction documents	N/A	
§ 4.1.14	As-Designed Record drawings	Basic	
§ 4.1.15	As-Constructed Record drawings	Basic	
§ 4.1.16	Post occupancy evaluation	N/A	
§ 4.1.17	Facility Support Services (B210™–2007)	N/A	
§ 4.1.18	Tenant-related services	N/A	
§ 4.1.19	Coordination of Owner’s consultants	Owner	
§ 4.1.20	Telecommunications/data design	Basic	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	N/A	
§ 4.1.22	Commissioning (B211™–2007)	N/A	
§ 4.1.23	Extensive environmentally responsible design	N/A	
§ 4.1.24	LEED® Certification (B214™ 2012)(B214™–2007)	N/A	
§ 4.1.25	Fast-track design services	N/A	
§ 4.1.26	Historic Preservation (B205™–2007)	N/A	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	

...

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.~~

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- .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, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the ~~Work, or procurement or delivery method; Work;~~

...

- .5 ~~Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients; [Subsection Deleted.]~~
- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; [Subsection Deleted.]~~
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing; [Subsection Deleted.]~~
- .8 ~~Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; [Subsection Deleted.]~~

.9 Evaluation of the qualifications of bidders or persons providing proposals;[Subsection Deleted.]

...

.11 Assistance to the Initial Decision Maker, if other than the Architect.[Subsection Deleted.]

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- ~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;~~
- ~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~
- ~~.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.[Paragraph Deleted.]~~

...

- ~~.1 (—)Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~
- ~~.2 (—) visits to the site by the Architect over the duration of the Project during construction[Subsection Deleted.]~~
- ~~.3 (—)Two (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 (—)Four (4) inspections for any portion of the Work to determine final completion~~
- ~~.5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.~~

§ 4.3.4 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.[Paragraph Deleted.]

...

§ 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. Within ~~15~~ fifteen (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.

...

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal ~~limitations~~ limitation 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, rights of way,~~ restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; ~~site,~~ locations, dimensions and 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 but are not limited to 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.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.

~~§ 5.7 Unless otherwise provided in this Agreement, 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.~~

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~~§ 5.12 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- Architect and the Owner shall at all times have access to the Work wherever it is in preparation or progress.~~

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner, or to the extent the Project is not completed, the estimated costs 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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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~~§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90-ninety (90) days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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.~~

...

§ 6.6 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, bid or proposal providing the best value to the Owner, the Owner shall

...

§ 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. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

~~§ 7.3 Upon execution of this Agreement, Agreement the Architect grants to the Owner a nonexclusive license to use reproduce 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 for purposes of constructing, using, and maintaining the Project, and shall obtain similar, nonexclusive licenses from the Architect's consultants.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author 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. The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service set forth in Section 3.3, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.~~

~~§ 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. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project.~~

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~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other. Any claim, dispute or other matter in question arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 shall be subject to mediation as a condition precedent to the initiation of litigation.~~

...

~~§ 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. the initiation of litigation.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in~~

~~advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:~~

- ~~.1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.~~
- ~~.2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.~~
- ~~.3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.~~

~~§ 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.~~

...

~~[ ]~~  Litigation in a court of competent jurisdiction

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### ~~§ 8.3 ARBITRATION (NOT APPLICABLE)~~

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

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

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

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

### ~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

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

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

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

~~§ 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 Architect shall be paid 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.~~

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, 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 not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven (7) days written notice to the Owner.~~

~~§ 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. This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice, upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven (7) 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 (7) days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7, only for services actually performed and reimbursable expenses actually incurred prior to termination.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. [Paragraph Deleted.]~~

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue for any lawsuit~~

arising under this contract shall be in Wharton County, Texas. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

...

§ 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~~fourteen (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~~fourteen (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.

PAGE 17

§ 10.6 ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants 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 handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 ~~The~~ With prior written consent of the Owner, 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.9 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

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

§ 10.12 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order

for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 *et seq.* and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

**§ 10.13** When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2007, as amended by the Owner for the Project.

**§ 10.14** Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

**§ 10.15** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

**§ 10.16** The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

**PAGE 18**

The Architect's fee for Basic Services is seven percent (7%) of the final Construction amount.

...

Principal Architects: \$167.00 per hour;  
Other Architect Employees and Employees of Architect's Consultants: Two and one-half (2 1/2) times direct personnel expense (actual hourly salary times 1.38).

...

See Section 11.2, above.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%)~~, zero (0%), or as otherwise stated below:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
<b>Total Basic Compensation</b>	<b><u>one-hundred-One Hundred</u></b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

**PAGE 19**

See Section 11.2, above.

**Employee or Category**

**Rate**

...

- .1 ~~Transportation and authorized out-of-town travel and subsistence; Authorized transportation and out of town travel, except travel to and from the Project site;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; [Subsection Deleted.]~~

...

- .5 ~~Postage, handling and delivery; [Subsection Deleted.]~~

...

- .7 ~~Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; [Subsection Deleted.]~~
- .8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; [Subsection Deleted.]~~
- .9 ~~All taxes levied on professional services and on reimbursable expenses; [Subsection Deleted.]~~
- .10 ~~Site office expenses; and [Subsection Deleted.]~~
- .11 ~~Other similar Project-related expenditures. [Subsection Deleted.]~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ five percent (5%) of the expenses incurred.

...

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use. The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

...

§ 11.10.1 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.

§ 11.10.2 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 (~~—~~) thirty (30) 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.

...

%—Unless otherwise agreed payments for services and Reimbursable Expenses incurred, shall be made monthly upon presentation of Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate stated in the Texas Prompt Payment Act, TEXAS GOVERNMENT CODE, Chapter 2251.

§ 11.10.3 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 pursuant to Article 8.

§ 11.10.4 Records of Reimbursable Expenses, of expenses pertaining to Additional Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be made available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

PAGE 20

§ 12.1.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

§ 12.1.1.2 Exhibit A: AIA Document B101-2007, Initial Information.

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

**OWNER:**  
**EL CAMPO INDEPENDENT SCHOOL DISTRICT**

**ARCHITECT:**  
**RWS ARCHITECTS INCORPORATED**

\_\_\_\_\_  
*(Signature)*  
Robert Mark Pool, Superintendent of Schools  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
John S. Robertson, AIA, RID, REFF, Principal  
\_\_\_\_\_  
*(Printed name and title)*

**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 Owner and Architect.~~

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

- ~~.1 — AIA Document B101™ 2007, Standard Form Agreement Between Owner and Architect~~
- ~~.2 — AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~
- ~~.3 — Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)~~

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

~~**OWNER**~~  
  
\_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Printed name and title)*

~~**ARCHITECT**~~  
  
\_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Printed name and title)*

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, George E. Grimes, Jr., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:48:21 on 11/21/2014 under Order No. 9077693914\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



**AIA**<sup>®</sup>

# Document B101™ – 2007 Exhibit A

## Initial Information

**for the following PROJECT:**

*(Name and location or address)*

Hutchins Classroom Addition and Renovations  
1006 Roberts  
El Campo, Texas 77437

Restroom/Locker Room Complex at Ricebird Stadium  
600 West Norris  
El Campo, Texas 77437

Agriculture Education Project Center  
FM 2765  
El Campo, Texas 77437

**ADDITIONS AND DELETIONS:**

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

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

**THE OWNER:**

*(Name, legal status and address)*

El Campo Independent School District  
700 W. Norris Street  
El Campo, Texas 77437  
Phone: 979-543-6771  
Fax: 979-543-1670

**THE ARCHITECT:**

*(Name, legal status and address)*

RWS Architects Incorporated  
3100 Timmons Lane, Suite 810  
Houston, Texas 77027  
Phone: 713-621-1651 x 106  
Fax: 713-621-1677

This Agreement is based on the following information.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**ARTICLE A.1 PROJECT INFORMATION**

**§ A.1.1** The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

**§ A.1.2** The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Init.

The design of multiple facilities on areas of the existing El Campo High School Campus, Hutchins Elementary School Campus and on property adjacent to the El Campo Middle School to include new buildings and additions and renovations to the existing facilities within the campuses.

The Owner shall provide for the services of a geotechnical engineer to determine the condition of the site sub soils for the proposed new buildings and site improvements. \ The findings and recommendations for site preparation shall be provided as information to the Architect in the form of a geotechnical Investigation Report.

Miscellaneous other services as mutually agreed in writing by the Owner and Architect.

It is assumed that utilities to the site are adequate to support the new facilities.

§ A.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 break down.)*

Project Construction Budget:

- Hutchins Classroom Addition and Renovations – Seven Million Five Thousand Two Hundred Thirteen and No/100 Dollars (\$7,005,213.00).
- Restroom/Locker Room Complex at Ricebird Stadium – Two Million Nine Hundred Sixty-Four Thousand One Hundred Seventy-Five and No/100 Dollars (\$2,964,175.00).
- Agriculture Education Project Center – Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00).

The Owner's budgets (Project Construction Budget Proposals and Alternates) excludes the Architect's compensation, loose furniture and equipment, miscellaneous loose equipment, materials testing, geotechnical investigation and report, topo and site survey, extension of utilities and streets to the property.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Unknown at this time. To be determined once the Owner has made a determination to proceed with the Projects.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

Hutchins Classroom Addition and Renovations – Construction Manager at Risk.  
Restroom/Locker Room Complex at Ricebird Stadium – Construction Manager at Risk.  
Agriculture Education Project Center – Competitive Sealed Proposals.

§ A.1.6 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

Unknown at this time.

## ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address and other information.)*

Mr. Mark Pool  
Superintendent of Schools  
El Campo Independent School District  
700 West Norris  
El Campo, Texas 77437  
Phone: 979-543-7771  
Fax: 979-543-1670

§ A.2.2

(Paragraphs deleted)  
(Section Deleted.)

§ A.2.3 The Owner will retain the following consultants and contractors:  
(List discipline and, if known, identify them by name and address.)

Other consultants and contractors are unknown at the time of execution, but will include: 1) a land surveyor and a geotechnical consultant registered to practice in the State of Texas.

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

Mr. John S. Robertson, Principal  
RWS Architects Incorporated  
3100 Timmons Lane, Suite 410  
Houston, Texas 77027  
Phone: 713-621-1651  
Fax: 713-621-1677

Mr. Malcolm C. Gaus, Project Manager  
RWS Architects Incorporated  
3100 Timmons Lane, Suite 410  
Houston, Texas 77027  
Phone: 713-621-1651  
Fax: 713-621-1677

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Matrix Structural Engineers  
24 Greenway Plaza, Suite 1508  
Houston, Texas 77046-2401  
Phone: 713-664-0130  
Fax: 713-664-1370

.2 Mechanical, Electrical, Plumbing Engineer

JSE Consulting Engineers, Inc.  
16225 Park Ten Place, Suite 810  
Houston, TX 77084  
Phone: 281-945-4545  
Fax: 281-945-4549

.3 Civil Engineer

Brooks & Sparks, Inc.  
21020 Park Row  
Katy, Texas 77449  
Phone: 281-578-9395  
Fax: 281-578-9686

.4 Acoustical Consultant

Wrightson, Johnson, Haddon & Williams, Inc.  
4801 Spring Valley Road, Suite 113

Init.

Dallas, Texas 75244  
Phone: 972-934-3700  
Fax: 972-934-3720

**.5 Food Service Consultant**

FCA Design, Inc.  
11200 Broadway, Suite 2362  
Pearland, Texas 77584  
Phone: 713-784-3212  
Fax: 713-784-2933

**§ A.2.5.2 Consultants retained under Additional Services:**

None known at this time.

**§ A.2.6 Other Initial Information on which the Agreement is based:**  
*(Provide other Initial Information.)*

Land surveys, legal descriptions, restrictions of existing site will be provided by Owner.

Init.

# **Additions and Deletions Report for AIA® Document B101™ – 2007 Exhibit A**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:05:09 on 11/21/2014.

## **PAGE 1**

Hutchins Classroom Addition and Renovations  
1006 Roberts  
El Campo, Texas 77437

Restroom/Locker Room Complex at Ricebird Stadium  
600 West Norris  
El Campo, Texas 77437

Agriculture Education Project Center  
FM 2765  
El Campo, Texas 77437

...

El Campo Independent School District  
700 W. Norris Street  
El Campo, Texas 77437  
Phone: 979-543-6771  
Fax: 979-543-1670

...

RWS Architects Incorporated  
3100 Timmons Lane, Suite 810  
Houston, Texas 77027  
Phone: 713-621-1651 x 106  
Fax: 713-621-1677

## **PAGE 2**

The design of multiple facilities on areas of the existing El Campo High School Campus, Hutchins Elementary School Campus and on property adjacent to the El Campo Middle School to include new buildings and additions and renovations to the existing facilities within the campuses.

The Owner shall provide for the services of a geotechnical engineer to determine the condition of the site sub soils for the proposed new buildings and site improvements. \ The findings and recommendations for site preparation shall be provided as information to the Architect in the form of a geotechnical Investigation Report.

Miscellaneous other services as mutually agreed in writing by the Owner and Architect.

It is assumed that utilities to the site are adequate to support the new facilities.

...

Project Construction Budget:

- Hutchins Classroom Addition and Renovations – Seven Million Five Thousand Two Hundred Thirteen and No/100 Dollars (\$7,005,213.00).
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The Owner's budgets (Project Construction Budget Proposals and Alternates) excludes the Architect's compensation, loose furniture and equipment, miscellaneous loose equipment, materials testing, geotechnical investigation and report, topo and site survey, extension of utilities and streets to the property.

...

Unknown at this time. To be determined once the Owner has made a determination to proceed with the Projects.

...

Hutchins Classroom Addition and Renovations – Construction Manager at Risk.  
Restroom/Locker Room Complex at Ricebird Stadium – Construction Manager at Risk.  
Agriculture Education Project Center – Competitive Sealed Proposals.

...

Unknown at this time.

...

Mr. Mark Pool  
Superintendent of Schools  
El Campo Independent School District  
700 West Norris  
El Campo, Texas 77437  
Phone: 979-543-7771  
Fax: 979-543-1670

~~§ A.2.2 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 information.)~~

~~(Section Deleted.)~~

PAGE 3

Other consultants and contractors are unknown at the time of execution, but will include: 1) a land surveyor and a geotechnical consultant registered to practice in the State of Texas.

...

Mr. John S. Robertson, Principal  
RWS Architects Incorporated  
3100 Timmons Lane, Suite 410  
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Fax: 713-621-1677

...

Matrix Structural Engineers  
24 Greenway Plaza, Suite 1508  
Houston, Texas 77046-2401  
Phone: 713-664-0130  
Fax: 713-664-1370

.2 ~~Mechanical~~ Mechanical, Electrical, Plumbing Engineer

JSE Consulting Engineers, Inc.  
16225 Park Ten Place, Suite 810  
Houston, TX 77084  
Phone: 281-945-4545  
Fax: 281-945-4549

.3 ~~Electrical~~ Civil Engineer

Brooks & Sparks, Inc.  
21020 Park Row  
Katy, Texas 77449  
Phone: 281-578-9395  
Fax: 281-578-9686

.4 Acoustical Consultant

Wrightson, Johnson, Haddon & Williams, Inc.  
4801 Spring Valley Road, Suite 113  
Dallas, Texas 75244  
Phone: 972-934-3700  
Fax: 972-934-3720

.5 Food Service Consultant

FCA Design, Inc.  
11200 Broadway, Suite 2362  
Pearland, Texas 77584  
Phone: 713-784-3212  
Fax: 713-784-2933

**PAGE 4**

None known at this time.

...

Land surveys, legal descriptions, restrictions of existing site will be provided by Owner.

## ***Action Required***

### **Governance**

Consider Construction Manager at Risk as the Construction Delivery Method for the Hutchins Classroom Addition and Renovations, and the Restroom / Locker Room Complex at Ricebird Stadium

### **Summary**

The following is a brief description of construction services outlined in *Texas Education Code § 44.031(a)* and *Gov't Code § 2267* that are applicable to the District's pending construction projects:

1. **Competitive bidding.** This is the traditional method of completing construction documents, advertising in a newspaper in the county, and accepting and opening sealed bids. It is similar to the method allowed prior to 1995, except that a school district is allowed to consider factors other than price.

A major disadvantage is that if the low qualified bid or number one ranked bid is higher than the school district's budget, the school district cannot negotiate for a change in scope of work and price. In order to seek a lower price, the school district has to reject all bids, revise the construction documents, and rebid the project, a costly and time consuming process.

2. **Competitive sealed proposals.** This is similar to Competitive Bids, except that the school district "may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification." That is, if the project is over budget, the school district may consider reducing the scope of the project and ask the contractor to negotiate a lower price.

3. **Construction manager at risk.** This method was borrowed from the private sector where it is sometimes referred to as "fast track". Using this method, the Construction Manager at Risk (CMAR) can be selected prior to the completion of construction documents, sometimes at the same time or shortly after the architect is selected.

At a given point in the process, the CMAR submits a Guaranteed Maximum Price (GMP) for the construction project. If the actual price exceeds the GMP with all sub work being competitively bid, the CMAR is responsible for the added costs. If there are additional cost savings, the school receives all the savings.

An advantage is that the CMAR can consult with the owner and architect during the design phase on cost, schedule and value engineering. Another real advantage is that CMAR method can give the owner and architect more control over

the selection of subcontractors and suppliers.

4. **Construction manager agent.** Although this method sounds similar to CMAR, it is very different. A Construction Manager Agent (CMA) has no liability (“risk”) for the project cost or schedule. The CMA is merely an agent or consultant to the owner. The owner is the “general contractor” and takes all of the risk for cost and schedule that a general contractor or CMAR would normally have. Instead of one contract with a general contractor or CMAR, the owner will have numerous contracts and purchase orders directly with trade contractors and suppliers.
5. **Design/Build contract.** This method makes a single entity responsible for both design and construction of the project. Because it permits design and construction to overlap in time, it may result in completion of a project faster than other methods which require construction documents to be complete before construction begins. It also may be appropriate when the major component of a project is designed by the manufacturer, such as a pre-engineered steel building.

Disadvantages of the method are that the total cost may be higher than a more competitively bid project and that there is not an independent architect with at least some responsibility to evaluate the contractor’s work.

#### **Procurement Procedures.**

Construction documents should be 100% complete prior to requesting competitive bids and competitive sealed proposals. Construction documents are not required for construction manager at risk, construction manager agent, or design/build procurements.

Procurement is made through preparation of Request for Bids, Request for Sealed Proposals, or Requests for Qualifications. The type of “request” depends on the type of procurement.

Competitive Bids and Competitive Sealed Proposals require a Request for Proposals (RFP) which will include 100% complete construction documents (plans and specifications), the form of owner/contractor agreement, general conditions, supplementary conditions, and general requirements. Typically, the RFP is prepared by the school district’s architect or engineer.

The Request for Proposal for construction manager contracts and the Request for Qualifications for design/build contracts do not require 100% completion of construction documents. Often these RFPs or RFQs do not contain the form of agreement between the owner and construction manager or design/builder.

#### **Criteria and Weight of Criteria.**

The school district is required to include the criteria and weight

of criteria in the RFP or RFQ. Once this is published, the school district is obligated to evaluate the proposals based on the published criteria and weight. Unless the "price" criteria is 100%, it is possible that the number one ranked proposer will not be the lowest price proposer. The District should carefully consider the criteria and weight of criteria before the RFPs or RFQs are issued to insure it will result in the District receiving the best value for the District.

The district may consider: (1) the purchase price; (2) reputation of the vendor; (3) the quality of the vendor's goods and services; (4) the extent to which the goods or services meet the district's needs; (5) past relationship with the vendor; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilize businesses; (7) total long-term cost to the district in using the vendor; (8) any other relevant factor specifically listed in the district's request for bids or proposals. The district shall publish in the request for bids, proposals, or qualifications the evaluative criteria and their assigned weights.

**Publication of Notice.**

Notice of the time by when and place where the bids or proposals will be received and opened shall be published in the county in which the district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications.

**Receiving and Opening Bids, Proposals or Responses to Request for Qualifications.**

The school district shall receive and open bids, proposals or responses for qualifications in the county of the district's central administrative office.

**Selection or Ranking of Contractors, Construction Managers at Risk, or Design/Build Firms.**

According to *Texas Education Code § 44.0312(a)* the Board may delegate an individual or committee to make an advisory recommendation for action by the Board.

The more common practice for ranking proposals appears to be that the Board does not delegate the ranking but does designate a person or committee to make an advisory ranking. The advisory ranking is presented to the Board and the Board takes action to accept or reject the recommendations. If the Board rejects the advisory ranking, the Board may rank the proposals, but it is bound by the criteria and weight of criteria in the RFP or RFQ.

**ECISD Board Policy**

CV (LEGAL), FACILITIES CONSTRUCTION

CV (LOCAL), FACILITIES CONSTRUCTION.

CVD (LEGAL), FACILITIES CONSTRUCTION:  
CONSTRUCTION MANAGER-AT-RISK

<b>Effective Date</b>	December 15, 2014.
<b>Previous Board Action</b>	None.
<b>Future Action Expected</b>	At a future meeting the Board shall make its selection among the offerors on criteria authorized in <i>Education Code § 44.031(b)</i> .
<b>Background Information and Significant Issues</b>	<p>According to ECISD policy CV (LOCAL), FACILITIES CONSTRUCTION, CONSTRUCTION CONTRACTS, prior to advertising, the Board shall determine the project deliver/contract award method to be used for each construction project valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District.</p> <p>For the Hutchins Classroom Addition and Renovations and the Restroom / Locker Room Complex at Ricebird Stadium, based on discussions with John Robertson with RWS Architects, and George Grimes, attorney with Walsh-Anderson, I am recommending “Construction Manager at Risk” as the delivery method.</p>
<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	The public benefits from the Board selecting the delivery system that provides the best value for the District.
<b>Procedural and Reporting Implications</b>	After the Board approves a delivery system, the District must publish a Request for Proposals.
<b>Public Comments</b>	None.
<b>Alternatives</b>	There are five possible delivery methods for the pending construction projects.
<b>Other Comments and Related Issues</b>	<p>CMAR is a delivery method by which the District contracts with an architect or engineer for design and construction phase services and contracts separately with a construction manager-at-risk to serve as the general contractor and provide consultation during the design and construction, rehabilitation, alteration, or repair of a facility. <i>Texas Gov’t Code § 2267.251(a)</i>.</p> <p>A CMAR is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repairs of a facility at a contracted</p>

price as a general contractor and provides consultation to the District regarding construction during and after the design of the facility. The contracted price may be a guaranteed maximum price. *Texas Gov't Code § 2267.251(b)*

In using this method the District must comply with applicable legal requirements which include the following steps:

1. Selecting a Contracting Method;
2. Giving Public Notice of the project;
3. Publishing Contract Selection Criteria
4. Making Evaluations Public after the contract is awarded; and
5. Providing for Inspection, Verification, and Testing necessary for acceptance of the facility by the District.

**Attachments**

None.

**Contact Person(s)**

Mark Pool, Superintendent of Schools

**Action Required**

Motion, second and majority vote to approve "Construction Manager at Risk" as the construction delivery method for the Hutchins Classroom Addition and Renovations and the Restroom / Locker Room Complex at Ricebird Stadium.

**Superintendent's Recommendation**

I recommend that the Board approve "Construction Manager at Risk" as the construction delivery method for the Hutchins Classroom Addition and Renovations and the Restroom / Locker Room Complex at Ricebird Stadium.

**Mark Pool, Superintendent of Schools**

**Agenda Item Summary Sheet (7 C)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

<b>Governance</b>	Authorize Administration to Issue an RFQ with Approved Weighted Criteria for the Selection of a Construction Manager at Risk for the Hutchins Classroom Addition and Renovations, and the Restroom / Locker Room Complex at Ricebird Stadium
<b>Summary</b>	<p>The school district is required to include the criteria and weight of criteria in the RFQ. Once this is published, the school district is obligated to evaluate the proposals based on the published criteria and weight. The District should carefully consider the criteria and weight of criteria before the RFQs are issued to insure it will result in the District receiving the best value for the District.</p> <p>According to <i>Gov't Code § 2267.055</i> the District may consider the following criteria in determining the award of a contract:</p> <ol style="list-style-type: none"><li>(1) Price.</li><li>(2) The offeror's experience and reputation.</li><li>(3) The quality of the offeror's goods and services.</li><li>(4) The impact on the ability of the District to comply with rules relating to historically underutilized businesses.</li><li>(5) The offeror's safety record.</li><li>(6) The offeror's proposed personnel.</li><li>(7) Whether the offeror's financial capability is appropriate to the size and scope of the project.</li><li>(8) Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.</li></ol>
<b>ECISD Board Policy</b>	CV (LEGAL), FACILITIES CONSTRUCTION CV (LOCAL), FACILITIES CONSTRUCTION.
<b>Effective Date</b>	December 15, 2014.
<b>Previous Board Action</b>	The Board has previously approved weighted criteria for awarding contracts under the Construction Manager at Risk delivery method on previous construction projects.
<b>Future Action Expected</b>	At a future meeting the Board shall make its selection among the offerors on criteria authorized in <i>Gov't Code § 2267.055</i> .

**Background Information and Significant Issues**

According to ECISD policy CV (LEGAL), FACILITIES CONSTRUCTION, the District shall publish in the request for proposals or qualifications the criteria that will be used to evaluate the offerors and the applicable weighted value for each criterion. In selecting a contractor, the District shall base its selection among offerors on applicable criteria listed for the particular method used. The District shall document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded.

The following is a list of proposed criteria and their corresponding weight:

- Personnel for this Project .....20%  
Qualifications of proposed project personnel and their experience with educational facilities.
  
- Construction Manager at Risk Experience .....15%  
The Contractor’s demonstrated experience and capabilities with the CMAR delivery method.
  
- Previous Experience with El Campo ISD .....5%  
Considers prior work experience in the ECISD.
  
- Experience with other Houston Area School Districts .....5%  
Considers prior work experience with other Houston Area school districts.
  
- Experience on Similar Projects.....10%  
The Contractor’s demonstrated experience and capabilities in the construction of educational facilities of comparable size and complexity.
  
- Overall Reputation for Managing Schedule, Budget, Scope Changes .....5%  
The Contractor’s demonstrated qualifications for managing the project schedule, budget and scope changes through the duration of the project.
  
- Overall Reputation for Punch List/Close Out & Warranty...5%  
The Contractor’s demonstrated ability to provide an accurate punch list, complete the punch list in a timely manner, prepare and submit closeout documents in a timely manner and service and correct all warranty calls in a timely manner.

- Quality of Construction and Relationship with Local Subcontractors.....10%  
The Contractor’s demonstrated ability to deliver a high quality construction project and include local area subcontractors in the construction project.
  - Financial Stability.....5%  
The Contractor’s fiscal ability to complete the undertaking including bond capacity.
  - Safety Record .....5%  
The Contractor’s ability to manage and maintain a safe work environment.
- Step One Total .....85%**

**Step Two Criteria**

- Fee.....15%
- Total Possible Weight .....100%**

<b>Fiscal Impact</b>	None.
<b>Student and Public Benefit</b>	The public benefits from the selection of the Proposer that provides the best value for the District.
<b>Procedural and Reporting Implications</b>	Weighted criteria will be used to select the best contractor.
<b>Public Comments</b>	None.
<b>Alternatives</b>	Criteria may be added or deleted and weights can be adjusted.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	None.

**Contact Person(s)**

Mark Pool, Superintendent of Schools

**Action Required**

Motion, second and majority vote to authorize the administration to publish a Request for Qualifications with the approved weighted criteria to be used for the selection of a Construction Manager at Risk for the Hutchins Classroom Addition and Renovations, and the Restroom / Locker Room Complex at Ricebird Stadium.

**Superintendent's Recommendation**

I recommend that the Board authorize the administration to publish a Request for Qualifications with the approved weighted criteria to be used for the selection of a Construction Manager at Risk for the Hutchins Classroom Addition and Renovations, and the Restroom / Locker Room Complex at Ricebird Stadium.

**Mark Pool, Superintendent of Schools**

## ***Action Required***

### **Governance**

Consider Competitive Sealed Proposals as the Construction Delivery Method for the Agriculture Education Project Center

### **Summary**

The following is a brief description of construction services outlined in *Texas Education Code § 44.031(a)* and *Gov't Code § 2267* with regards to Competitive Sealed Proposals:

**Competitive sealed proposals.** This is similar to Competitive Bids, except that the school district “may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification.” That is, if the project is over budget, the school district may consider reducing the scope of the project and ask the contractor to negotiate a lower price.

#### **Procurement Procedures.**

Competitive Sealed Proposals require a Request for Proposals (RFP) which will include 100% complete construction documents (plans and specifications), the form of owner/contractor agreement, general conditions, supplementary conditions, and general requirements. Typically, the RFP is prepared by the school district’s architect or engineer.

#### **Criteria and Weight of Criteria.**

The school district is required to include the criteria and weight of criteria in the RFP. Once this is published, the school district is obligated to evaluate the proposals based on the published criteria and weight. Unless the “price” criteria is 100%, it is possible that the number one ranked proposer will not be the lowest price proposer. The District should carefully consider the criteria and weight of criteria before the RFPs is issued to insure it will result in the District receiving the best value for the District.

The district may consider: (1) the purchase price; (2) reputation of the vendor; (3) the quality of the vendor’s goods and services; (4) the extent to which the goods or services meet the district’s needs; (5) past relationship with the vendor; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilize businesses; (7) total long-term cost to the district in using the vendor; (8) any other relevant factor specifically listed in the district’s request for bids or proposals. The district shall publish in the request for bids, proposals, or qualifications the evaluative criteria and their assigned weights.

**Publication of Notice.**

Notice of the time by when and place where the proposals will be received and opened shall be published in the county in which the district’s central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications.

**Receiving and Opening Proposals.**

The school district shall receive and open proposals in the county of the district’s central administrative office.

**ECISD Board Policy**

CV (LEGAL), FACILITIES CONSTRUCTION  
CV (LOCAL), FACILITIES CONSTRUCTION.  
CVD (LEGAL), FACILITIES CONSTRUCTION:  
CONSTRUCTION MANAGER-AT-RISK

**Effective Date**

December 15, 2014.

**Previous Board Action**

None.

**Future Action Expected**

At a future meeting the Board shall make its selection among the offerors on criteria authorized in *Education Code § 44.031(b)*.

**Background Information and Significant Issues**

According to ECISD policy CV (LOCAL), FACILITIES CONSTRUCTION, CONSTRUCTION CONTRACTS, prior to advertising, the Board shall determine the project deliver/contract award method to be used for each construction project valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District.

For the Agriculture Education Project Center, based on discussions with John Robertson with RWS Architects, and George Grimes, attorney with Walsh-Anderson, I am recommending “Competitive Sealed Proposals” as the delivery method.

**Fiscal Impact**

None.

**Student and Public Benefit**

The public benefits from the Board selecting the delivery system that provides the best value for the District.

**Procedural and Reporting Implications**

After the Board approves a delivery system, the District must publish a Request for Proposals.

**Public Comments**

None.

**Alternatives**

There are five possible delivery methods for the pending construction projects.

**Other Comments and Related Issues**

In our most recent construction projects where Competitive Sealed Proposals was the construction delivery method, the Myatt Restroom Addition project 2009-2010, and the Myatt and Northside Elementary Security Entrances and Northside Canopy System in 2013-2014, we used the following weighted criteria to evaluate the proposals:

- Purchase price..... 40 points
- Reputation of the Proposer and of the Proposer’s goods and services..... 10 points
- Quality of Proposer’s goods and services ..... 10 points
- Number of calendar days for project completion ..... 5 points
- Extent to which the goods or services meet the District’s needs ..... 5 points
- Proposer’s past relationship with the District..... 5 points
- Proposer’s past record of completing projects on time10 point
- Proposer’s demonstrated ability to close out project satisfactorily ..... 5 points
- Reputation and quality of the Proposer’s subcontractors’ and vendors’ goods and services ..... 10 points

**Attachments**

None.

**Contact Person(s)**

Mark Pool, Superintendent of Schools

**Action Required**

Motion, second and majority vote to approve “Competitive Sealed Proposals” as the construction delivery method for the Agriculture Education Project Center and the proposed criteria for evaluation of the proposals.

**Superintendent’s Recommendation**

I recommend that the Board approve “Competitive Sealed Proposals” as the construction delivery method for the Agriculture Education Project Center and the proposed criteria for evaluation of the proposals.

**Mark Pool, Superintendent of Schools**

**Agenda Item Summary Sheet (7.E)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Item***

**Consent Agenda:  
Governance**

Consider Approval of Revisions to Goal No. 1 of Local  
Accountability Board Monitoring Document

**Summary**

In March of 2013 the Board approved the El Campo ISD Board Monitoring Document to outline local accountability criteria. Since approval of the original document both the state assessment and state accountability systems have changed. For several months different Trustees (Tommy Turner, J.J. Croix, Adam Gusman, and Cecil Davis) have met with Kelly Waters and I to look at revisions to the document based on what we have learned after using the system for a year and after the changes at the state level. We have finalized the changes to Goal No. 1 - Increase Student Achievement, and the evaluation criteria as they relate to each of the four state performance indices.

**ECISD Board Policy**

None.

**Effective Date**

December 15, 2014

**Previous Board Action**

The Board originally approved the Board Monitoring Document at the regular meeting in March 2013.

**Future Action Expected**

The Board may consider revisions to the criteria under the other goals at future meetings.

**Background Information and  
Significant Issues**

None.

**Fiscal Impact**

None.

**Student and Public Benefit**

The Board has set the expectation that the district will close the performance gap between the economically disadvantaged students and non-economically disadvantaged students by maintaining a high standard and bringing the lower performing students up.

<b>Procedural and Reporting Implications</b>	Monthly reports will be made to the Board on the different criteria in the Board Monitoring Document as outlined.
<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	Copy of the ECISD Board of Trustees Board Monitoring Document for Local Accountability as of December 11, 2014.
<b>Contact Person(s)</b>	Special Board Committee – Tommy Turner, J.J. Croix, Adam Gusman, Cecil Davis  Mark Pool, Superintendent of Schools  Kelly Waters, Assistant Superintendent of Curriculum and Instruction
<b>Action Required</b>	Motion, second and majority vote to approve the ECISD Board of Trustees Board Monitoring Document for Local Accountability Goal No. 1 revisions.
<b>Superintendent's Recommendation</b>	I recommend you approve the ECISD Board of Trustees Board Monitoring Document for Local Accountability Goal No. 1 revisions.  <b>Mark Pool, Superintendent of Schools</b>

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# ECISD Board of Trustees

## Board Monitoring Document for Local Accountability

### “THE *Bird’s Eye View*”

#### Purpose

Our vision is to significantly increase student achievement so that parents want their children in our schools, and other districts call us to learn how we prepare students to be college or career ready, as well as have a sense of duty, and servitude.

The *Bird’s Eye View* outlines the process for presenting to the Board of Trustees the reports desired to monitor the criteria and standards deemed most important to measure progress in attaining our district’s vision and goals. Our *Bird’s Eye View* will create efficiencies and provide focus on the District’s goals and foundations for success.

Requesting formal reports on what the Board of Trustees consider most important will give ECISD Administrators a clear direction. Also, this *Bird’s Eye View* will provide current and future Board members and School personnel clarity and focus on our district goals and foundations for success.

The Superintendent shall report to the Board of Trustees on each of our district goals in the manner and timelines stated. Upon reviewing the report the Board will assess whether to maintain or change direction, and if necessary, make amendments to the report’s contents and timing. Reports shall contain appropriate graphs and comparative analysis. The Board may allow the Superintendent discretion on the reporting structure of certain goals. Ownership and responsibility of the *Bird’s Eye View* will fall under the duties of the Board President. A committee of the Board President and newly elected Board members shall review the document on an annual basis to maintain relevance of the *Bird’s Eye View*. Future Superintendent Contracts will also be amended to emphasize compliance with ECISD goals and foundations for success. The *Bird’s Eye View* will give the Board a framework to provide direction to the Superintendent of the ECISD.

This monitoring system falls under Board Policy AE (LOCAL)-*Educational Philosophy*.

## DISTRICT GOAL 1: INCREASE STUDENT ACHIEVEMENT

### State Performance Index 1: Student Achievement

#### **1. A. Performances of ECISD Students will Exceed State Averages**

**Objective:** ECISD students will perform at levels exceeding state averages on STAAR and EOC exams.

**Report:** The *administration* will provide the Board of Trustees with a report that includes data indicating the performance of ECISD students compared to their statewide cohort groups on STAAR and EOC tests.

**Target:** The ratio of ECISD students meeting expectation versus the corresponding state average shall be one or greater.

On an annual basis, the ratio shall increase the greater of 10 percent, or at least 25% of the difference in the two groups until the ratio is one or greater.

**Timing:** This report will be provided each year in August following the state release of STAAR and EOC results.

#### **1. B. Correlation of Assessments**

**Objective:** All ECISD assessments, classroom performance assessments and district common assessments will correlate with state assessments

**Report:** *Administration* will provide the Board with a report showing the correlation of student performance on District Common Assessments with the STAAR and EOC performance. The reports should show the extent to which the District Common Assessments are predictable indicators of student achievement on state assessments.

**Target:**

- The comparison of ECISD assessments and STAAR or EOC tests shall show consistency across the district in the four core content areas of Reading English Language Arts, mathematics, science, and social studies. The report will highlight all students, economically disadvantaged and special education groups.

**Timing:** A baseline shall be established with 2014 scores. Thereafter the Board will receive a report at the June meeting.

### State Performance Index 2: Student Progress

#### **1. C. Demonstrate Value-Added Growth of all students**

**Objective:** The District shall show value-added growth of all students

The overall student achievement level must be improved so that after each school year, every student makes, at a minimum, one year of instructional progress in Math and Reading.

**Report:** Percent of students, including low SES, who met progress and exceeded progress.

The *administration* shall provide the Board of Trustees with a report showing percentage of students that Met and Exceeded STAAR Progress and STAR Renaissance in Math and Reading for each grade level subgroups.

**Target:** On an annual basis, students that Met or Exceeded STAAR progress shall increase by at least 10% or until 90% of students meet the standard.

**Timing:** This report shall be presented to the Board each year at the July board meeting.

### **1. D. English Acquisition for LEP Students**

**Objective:** Individual Limited English Proficient students will make academic gains that exceed the Performance-Based Monitoring Analysis System standard in all tested areas.

*The Performance Based Monitoring Analysis System (PBMAS) is used to monitor special education programs and other federal programs such as No Child Left Behind, career and technical education and bilingual/English as a second language. The system focuses on program effectiveness and student performance by assessing a district's performance on a set of indicators. Districts in non-compliance are required to undertake improvement activities and face possible sanctions if not achieved.*

**Report:** The *administration* shall provide the Board of Trustees with a report showing the missed indicators for Bilingual Ed and English as a Second Language students as reflected on the Performance-Based Monitoring Analysis System standard.

**Target:** Using the Performance-Based Monitoring Analysis System for Bilingual Ed and English as a Second Language campus measures will decrease and maintain the indicator performance level of 0.

**Timing:** The reports shall be provided to Board members by the September Board Meeting.

### **1. E. Special Education Students are Appropriately Served**

**Objective:** Students with special needs shall be provided appropriate, individualized intensive instruction in the least restrictive environment. The percentage of students served by special education programs shall be consistent with state and national averages and special education students will make academic gains that exceed the Performance-Based Monitoring Analysis System standard in all tested areas.

*The Performance Based Monitoring Analysis System (PBMAS) is used to monitor special education programs and other federal programs such as No Child Left Behind, career and technical education and bilingual/English as a second language. The system focuses on program effectiveness and student performance by assessing a district's performance on a set of indicators. Districts in non-compliance are required to undertake improvement activities and face possible sanctions if not achieved.*

**Reports:** The *administration* shall provide the Board of Trustees with a report showing the missed indicators for Special Education students as reflected on the Performance-Based Monitoring Analysis System standard.

**Target:** Using the Performance-Based Monitoring Analysis System for Special Education campus measures will decrease and maintain the indicator performance level of 0.

**Timing:** This report will be prepared for the Board in November of each school year.

## State Performance Index 3: Closing Performance Gaps

### 1. F. Closing Performance Gap

**Objective:** To eliminate any performance gap between economically disadvantaged and non-economically disadvantaged students reported in the results of district assessments and statewide STAAR and EOC examinations without lowering the high academic performance expectations of our top performing students.

**Report:** The *administration* shall provide the Board of Trustees with a report reflecting any gap in STAAR and EOC passing rates between non-economically disadvantaged and economically disadvantaged students in each of the four content areas tested at each grade level.

**2<sup>nd</sup> Report:** The *administration* shall provide the Board of Trustees with a report reflecting correlation of low academic performance students to their attendance in EC's Pre-Kindergarten program for math and Reading SSI years.

Historical performance data of economically disadvantaged students to non-economically disadvantaged students shall be reported to show closing of the performance gap over time.

Annual report will be given on program(s) being utilized and/or implemented to close the performance gap.

**Target:** Using the 2012 STAAR and EOC exams as a baseline we will decrease over time the performance gap between non-economically disadvantaged students and economically disadvantaged students to no gap remaining.

**Timing:** Reports will be provided to the Board in April

## State Performance Index 4: Postsecondary Readiness

### 1. G. Increase the Percentage Students Achieving Level III – Advanced Academic Performance

**Objective:** ECISD will increase the percentage of students scoring at the state-set Level III - Advanced Academic Level on STAAR and EOC testing.

**Report:** The *administration* will report the percentage of students reaching the Advanced Academic Level status by campus and for the district.

The *administration* will also report the historical percentage increases/decreases in Advanced Academic Performance by campus, and for the district.

An Advanced Academic Performance cohort tracking report will be produced and provided to the Board that follows students who have scored at Advanced Academic Level over time.

**Target:**

- The percentage of students achieving the Advanced Academic status across grades by subject will increase annually.
- ECISD will show an annual increase at all campuses with an increased percentage of students reaching the Advanced Academic level on STAAR and EOC in each of the content areas tested.

**Timing:** In February 2013, the *Administration* will report to the Board of Trustees the percent of students achieving Advanced Academic status on the STAAR and EOC exams to create a benchmark.

In subsequent years, this report will be presented to the Board of Trustees at the January board meeting.

Beginning in 2014, annual increases in the number of students achieving the Advanced Academic Level will be measured relative to State performance.

## **1. H. Increase College Readiness**

**Objective:** ECISD students will be provided with a high quality educational experience designed to appropriately prepare them for the rigor and challenges of higher education. It is expected that the percentage of students demonstrating college readiness, as defined by the state accountability system, will increase at a rate greater than the state average.

**Report:** The *Administration* will provide the Board of Trustees with a report that reflects the number and percentages of students demonstrating college readiness as defined by the Texas Academic Performance Report.

- Comparisons of district and state averages for all students, each subgroup, including economically disadvantaged.

**Target:** The rate at which District students demonstrating college readiness improved as compared to the rate for which the state average improved for this indicator.

**Timing:** The report will be available at the February board meeting.

## **1. I. Increase Career Readiness**

**Objective:** Increase the number of students who receive certification and complete a coherent sequence of courses to earn a career endorsement.

**Report:** The *Administration* will report on the number of students enrolled in the CTE program, certification tests taken, certifications achieved for each career and technology course that offers a certification program and number of students completing a coherent sequence of courses. In addition, the board will be provided a report or survey as to why a student(s) did not take a certification test.

**Target:** The Board will work with *Administration* to expand coursework in career programs with certification opportunities that provide gainful employment or opportunities for further training upon high school graduation.

**Timing:** In the fall of each year, October, the *Administration* will report the prior year results to the board.

### **1. J. Increase the Number of Students Taking Advanced Placement Exams and Scoring 3 or Higher**

**Objective:** ECISD will maximize the number of students taking Advanced Placement exams and the number of exams scored at 3 or higher.

**Report:** The *administration* shall provide the Board of Trustees with a report on the number of students taking AP courses and the number taking AP exams in each course. The report shall reflect the percentage of students receiving each score on the exams.

The report will also show a five-year historical trend in the data.

**Targets:**

- All students taking AP courses will also take AP exams.
- ECISD will show an annual increase in the percent of exams scored 3 or higher.

**Timing:** The report will be available to the Board of Trustees in the spring, March, of each year.

### **1. K. Dual Credit**

**Objective:** ECISD will report on the number of students taking dual credit courses and receiving college credit.

**Report:** The *administration* will report to the Board on the status of dual credit courses. The number of students enrolled in dual credit courses and the number of students receiving college credit will be provided.

Also, the demographic characteristics of ECISD students enrolled in dual credit courses will include district wide enrollment by economic status.

**Target:** Report Only

**Timing:** This report will be provided to the Board at the end of each semester ([December and May](#)).



## DISTRICT GOAL 2: EFFECTIVE PERSONNEL

### Effective Teachers:

- Make available for students the most effective and efficient means of instruction to be found (technology included)
- Show leadership abilities through diagnostic skills, designing skills, and presentation skills
- Can “Capture Kids Hearts”...all Kids.
- Are team players committed to the district’s vision, goals, systems, and processes
- Are masters in their content area, and stay current in their discipline
- Work well with parents
- Understand data analysis and utilize it effectively

### Effective Principals:

- Lead, not manage
- Ensure conversations about progress, and lack of progress, toward an agreed direction take place.
- Clearly communicate the norms of the campus to the new members (students, parents, teachers, and other staff)

## 2. A. Critical Outcome: Recruitment and Selection

Attract and hire top talent through proactive search strategies and rigorous selection criteria for every job position.

### KEY METRICS

	Previous Year Results	Current Year Results
<b>Recruitment and Selection</b>		
Number of new teacher hires by assignment.		
Number of applicants available for each new position.		
Number of candidates interviewed for each new position.		
Number of new teachers hired who were not fully certified for their assignment.		

**Report:** The *administration* will report to the Board of Education on the outcomes of the recruitment season including comprehensive analysis of the efficacy of recruitment efforts. The report will include detailed analysis and proposed action related to recruitment and selection.

The report shall also contain a brief explanation of the selection process.

**Timing:** This report will be prepared for the Board in August of each school year.

## 2. B. Critical Outcome: Human Capital Assessment and Retention

Provide every employee ongoing annual feedback that creates opportunities for recognizing excellence, developing skills and leadership and retains high performing staff in every job position.

### KEY METRICS

	Previous Year Results	Current Year Results
<b>Human Capital Assessment and Retention</b>		
Number of probationary teacher who receive a term contract		
Number of teachers receiving <i>Exceeds Expectations</i> performance evaluation by campus or department.		
Number of teachers receiving <i>Proficient</i> performance evaluation by campus or department.		
Number of teachers receiving <i>Needs Improvement</i> performance evaluation by campus or department.		
Number of teachers on a performance improvement plan by campus or department		
Number of teachers who did not have their contract renewed.		

**Report:** The *administration* will report to the Board of Education on the outcomes of personnel assessment metrics.

## 2. C. Critical Outcome: Customer Service

Provide such quality service and personal attention that we meet the needs of our current employees, applicants and external customers.

### KEY METRICS

	Previous Year Results	Current Year Results
<b>Customer Service</b>		
Results of HR Department 360 Survey.		

**Report:** The *administration* will report to the Board of Education on the outcomes of customer service metrics.

### ADDITIONAL METRICS

	Previous Year Results	Current Year Results
ECISD HR will show a decrease in the number of math and science teachers teacher outside of their certification area		
ECISD HR will show a decrease in number of teachers still in the process of meeting certification requirements		

**Report:** The *administration* will report to the Board of Trustees on the outcomes of customer service additional metrics.

## DISTRICT GOAL 3: PROVIDE A SAFE ENVIRONMENT

### 3. A. Increase Emphasis on Providing a Safe Environment for all who are at District Schools and Facilities or Attending District-Related Events.

**Objective:** The *administration* shall develop a long-range plan with specific actions to ensure the safety of everyone while on district property or participating in district events.

**Report:** The *administration* shall report on the development of a long-range strategic plan to create and maintain a safe environment. The report shall include details regarding the implementation of safety initiatives and a review of those programs once they are implemented.

Further, the report shall include survey results and data reflecting stakeholders' opinions regarding the District's fulfillment of its core value, "Safety First". The report shall also include details regarding the number, rate, and type of violent or criminal disciplinary incidents that occurred at each campus and districtwide.

#### ADDITIONAL REPORTS:

School Discipline and Safety	Previous Year Results	Current Year Results
<b><i>Discipline Incidents</i></b>		
Total number of DAEP (Disciplinary Alternative Education Programs) placements and reasons for placements		
Total number of Law Enforcement Reportable Offenses		
Recidivism Rate		
<b><i>Safety Incidents</i></b>		
Bus Accidents Per 100,000 miles		
Number of Bus Drivers Accident Free For Current Year		
<b><i>Safety Audit Results</i></b>		
Total number Fire Marshall Audit Violations/Total number of Inspections		
Total number Health Dept. Audit Violations/Total number of Inspections		

**Timing:** This report shall be provided to the Board in July of each year reflecting prior year data.

## DISTRICT GOAL 4: EFFECTIVENESS AND EFFICIENCY

Presentations of the district's administrative systems will be included in the Superintendent's Report of the regular monthly meetings of the Board of Trustees as information and/or discussion items.

*Administration* will present to the board a review of the overall integrity of the major administrative systems. The four major administrative systems will be reviewed annually:

1. Human Resources
2. Finance & Procurement
3. Facilities & Construction
4. Curriculum

Review of the following administrative systems will also occur on an annual basis as information and/or discussion items in the Superintendent's Report:

1. Transportation
2. Food Services
3. Technology – Information Management Systems
4. Benefits and Risk Management
5. Communications
6. Safety and Security

Structure of reports to include: System integrity-checks and balances

1. Governing policies linked to the system (list and description of policies in place related to the system).
2. Organizational chart of staff
3. Continuous improvement plan-provide goal, target objectives (critical outcomes) with evidence of results.
4. Budget reports will reflect allocations, decision making process, expenses by categories (staff, materials, resources, supplies), and major expenditures (more than \$50,000, Board approved items, initiatives). Provide historical perspective (change over time).
5. Successes (awards, recognitions, audits) and challenges-policy implications or major changes.
6. Document processes (flow charts, manuals). Measured processes-internally and externally with industry benchmarks.

## **Long-Range Facilities Planning**

**Objective:** The *administration* will develop a long-range facilities plan in order to provide safe, clean, and modern and well-equipped facilities for all children.

**Report:** The *administration* shall report on development of a facilities-to-standards program. The report shall include details regarding new construction, renovations, facility maintenance operations, furniture, fixture and equipment and associated budgets, the number of transportable building, and the age and condition of facilities.

District standards for facilities, including square footage per student and costs per square foot shall be developed. The standards shall specify expectations for facilities for central *administration*, early childhood, elementary, middle, and high schools. The report shall include a yearly assessment of progress made toward these standards.

The report will also include analysis of current facilities, maintenance, and operations such as numbers of portable buildings, the age and condition of facilities, and outstanding and deferred work orders.

**Timing:** This report will be provided to the Board annually.

## **Curriculum component-Increase Emphasis on Resources Devoted to Instruction**

**Objective:** The ECISD will demonstrate the effective and efficient use of taxpayer dollars and increase monies spent on the teaching and learning process.

**Report:** The *administration* will report to the Board of Trustees on management efficiencies that have been achieved throughout the organization. The report will also include detailed analysis reflecting the percentage of school district monies supporting instruction. This analysis should be focused on measuring the resources deployed to support the teaching/learning process, including monies dedicated to the salaries of teachers, counselors, librarians, campus administrators, professional support staff, and nurses, as well as curriculum work, and professional development designed to enhance classroom teaching.

The report will also include additional resources used to create an environment conducive to learning, including utilities, transportation, and food services.

**Timing:** This report will be provided to the Board each year as a part of the budget development process.

## DISTRICT GOAL 5: IMPROVE PUBLIC SUPPORT AND CONFIDENCE IN SCHOOLS

**Objective:** ECISD will improve the community's support and confidence in the quality of the district and will make ECISD a district of choice for the public.

**Report:** The *administration* will conduct a survey using a stratified random sampling of parents, community, and business groups. The report shall include data reflecting the perceptions of parents and community about the overall district as well as perceptions about the general direction of the district, satisfaction with the performance of individual schools, school safety, and satisfaction with central *administration* on areas such as safety, academic performance and use of tax dollars.

In addition, reports will be provided to the Board of Trustees following meetings with the community to gather input. These reports shall include all feedback provided along with detail related to how this information will be used by the *administration* to improve programs and services.

The *administration* shall survey volunteers in the ECISD schools every two years. The report to the Board on this survey shall include volunteer perceptions of the district, perceptions about the role of volunteers, and value placed on them by the district.

**Timing:** The results of the surveys will be shared with the Board of Trustees in March of every other year, beginning in 2013-2014.

### KEY METRICS

School Discipline and Safety	Previous Year Results	Current Year Results
<b><i>Meaningful Community Engagement</i></b>		
Community/parent/student satisfaction survey		
Number of parent events		
Number of event attendees		
Number of volunteers		
<b><i>Visibility</i></b>		
Number of awards received		
Number of hits to the ECISD Web site		
Number of proactive media placements		
<b><i>Messaging and Marketing Penetration</i></b>		
Number of ECISD students transferring out and the districts they transferred to		
Number of students transferring in and the districts they transferred from		
<b><i>Customer Service Survey Results</i></b>		
Safety Satisfaction Survey Overall Rating		
Security Satisfaction Survey Overall Rating		

## DISTRICT GOAL 6: CREATE A POSITIVE DISTRICT CULTURE

### A. Create and Maintain a Positive District Culture

**Objective:** ECISD will create and maintain a strong, positive district culture making ECISD a school district of choice for educational professionals.

**Reports:** The *administration* shall conduct a survey using a stratified random sampling of employees on the district culture by surveying employees every two years. The report shall include the survey results and data reflecting the district’s employee retention rates and the results of employee exit interviews. The analysis must include information related to employee perceptions about where they work the district’s general direction, aspects of the district that can be improved, how they are treated at work, and the extent to which the district is focused on academic performance. Further, the report shall include data on experience and longevity related to the district’s ability to secure and retain highly qualified, certified educators, skilled professional, and experienced crafts and trades personnel. Finally, the report shall include state benchmark comparisons.

**Timing:** This report will be provided to the Board of Trustees in February of every other year, beginning in 2013-2014.

#### KEY METRICS

	Previous Year Results	Current Year Results
<b>Employee Survey Results</b>		
Employee Satisfaction Survey Overall Rating		
Employee Exit Survey Overall Rating		
% Satisfactory Employees Retained		
<b>Professional Development Survey Results</b>		
Professional Development Attendee Satisfaction Survey Overall Rating		
Relevance of Professional Development Offered		
<b>Principal Survey Results of Central Services</b>		
Principal Survey-Service linked to student performance		
Principal Survey-Support		
Principal Survey-Courtesy		
Principal Survey-Quality of Knowledge		
Principal Survey-Responsiveness		

**Agenda Item Summary Sheet (7 F)**  
**Meeting Date: December 15, 2014**  
**Submitted by: Mark Pool, Superintendent**

## ***Action Required***

<b>Governance</b>	Announcement of Board Continuing Education Credits
<b>Summary</b>	<p>According to LEGAL policy, each Trustee must complete any training required by the State Board of Education; and the minutes of the last regular meeting of the Board held during a calendar year must reflect whether each Trustee has met or is delinquent in meeting the training required to be completed as of the date of the meeting.</p> <p>Required continuing education for Board members includes orientation sessions, an annual team building session with the Board and the Superintendent, and specified hours of continuing education based on identified needs.</p>
<b>ECISD Board Policy</b>	BBD (LEGAL), BOARD MEMBERS: TRAINING AND ORIENTATION
<b>Effective Date</b>	January 1, 2014 through December 31, 2014
<b>Previous Board Action</b>	A review of the current continuing education credits for each board member is always made at the meeting prior to the required announcement.
<b>Future Action Expected</b>	At the last regular meeting of the calendar year, a public announcement will be made and the minutes caused to reflect whether each Trustee has met or is delinquent in meeting the required training.
<b>Background Information and Significant Issues</b>	<p>According to the <i>Texas Education Code § 11.159</i>, each trustee must complete any training required by the State Board of Education. The required training is as follows:</p> <p><b>Tier 1</b></p> <p><b>New Members.</b> New members shall participate in a local orientation session within 60 days before or after their election or appointment. The purpose of this orientation is to familiarize new Board members with local Board policies and procedures and District goals and priorities.</p> <p>All newly elected Board members shall also receive the orientation to the Texas Education Code within the first year of service. The orientation shall be delivered by regional education</p>

service centers and shall be three hours in length.

**Legislative Updates.** After each session of the Texas Legislature, each Board member shall receive an updated session from a regional education service or any registered provider to the basic orientation to the Texas Education Code. This update session shall be of sufficient length to familiarize Board members with major changes in the Education Code and other relevant legal developments related to school governance.

**Tier 2**

**Team Building.** The entire Board, including all Board members, shall annually participate with the Superintendent in a team building session facilitated by the regional education service center or any registered provider. The team building session shall be of a length deemed appropriate by the Board, but generally at least three hours. The purpose of the team building session is to enhance the effectiveness of the Board-Superintendent team and to assess the continuing education needs of the Board-Superintendent team.

**Tier 3**

**Continuing Education.** In addition to the orientation and team building, all Board members shall receive additional continuing education on an annual basis. In the first year of service, Board members shall receive at least ten hours of continuing education.

Following the first year of service, Board members shall receive at least five hours of continuing education.

The Board President shall receive continuing education related to leadership duties of the Board President as some portion of the annual requirement.

**Specific Open Meetings Training.** Within 90 days after taking the oath of office, each Board member shall complete a course of training regarding the responsibilities of the Board and its members under Chapter 551 of the Texas Government Code.

**Fiscal Impact**

None.

**Student and Public Benefit**

The Board is the educational policy-making body for the District. To effectively meet the challenges of public education, the Board and the Superintendent must function together as a leadership team. Continuing education is designed to achieve that end.

**Procedural and Reporting Implications**

The Board President shall publicly read the School Board Continuing Education Record, cause it to be reflected in the minutes, and provide the information to the media.

<b>Public Comments</b>	None.
<b>Alternatives</b>	None.
<b>Other Comments and Related Issues</b>	None.
<b>Attachments</b>	Summary of Board Member Training
<b>Contact Person(s)</b>	Dianne Cerny, Administrative Assistant to Superintendent
<b>Action Required</b>	The Board President shall publicly read the School Board Continuing Education Record.
<b>Superintendent's Recommendation</b>	No recommendation required. <b>Mark Pool, Superintendent of Schools</b>

## School Board Continuing Education Update

### January 1, 2014 – December 31, 2014

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
Tommy Turner	N/A	N/A	3.0 Hours	Online Learning Center Board Governance and Politics 11/17/2014 1.25 Additional Online Training 11/172014 3.75 hours	N/A	C 5.00 Hours
Cecil Davis	N/A	N/A	3.0 Hours	2014 Summer Leadership Institute San Antonio 14.50 hours	N/A	E 9.5 Hours

## School Board Continuing Education Update

### January 1, 2014 – December 31, 2014

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
Ralph Novosad	N/A	N/A	3.0 Hours	2014 Summer Leadership Institute  San Antonio 6.00 hours	N/A	E  1.00 Hours
David Hodges	N/A	N/A	3.0 Hours	2014 Summer Leadership Institute  San Antonio 12.00 hours	N/A	E  7.00 Hours
James Russell	N/A	N/A	3.0 Hours	5.00 Hours	N/A	D  5.00 Hours

## School Board Continuing Education Update

### January 1, 2014 – December 31, 2014

NAME	TIER ONE		TIER TWO	TIER THREE		*
	Local Orientation (New Members Only)	Education Code Orientation or Update	Team-Building and Assessment	Continuing Education in Assessed Needs	Specified Open Meetings Training	
J.J. Croix	N/A	N/A	3.0 Hours	5.00 Hours	N/A	D 5.00 Hours
Adam Gusman	N/A	N/A	3.0 Hours	2014 Summer Leadership Institute  San Antonio 13.25 hours	N/A	E 8.50 Hours

D = Deficient in required hours for current assessment year

C = Completed required hours for current assessment year

E = Exceeded required hours for current year