



**Edinburg Consolidated Independent School  
District**

**Regular**

**Tuesday, March 8, 2011 6:00 PM**

# Agenda of Regular Meeting

## The Board of Trustees Edinburg Consolidated Independent School District

---

A Regular Meeting of the Board of Trustees of Edinburg Consolidated Independent School District will be held March 8, 2011, beginning at 6:00 PM in the Board Room, 411 North 8th Street; Edinburg, Texas 78541.

It is the policy of Edinburg CISD not to discriminate in its educational programs based on sex, age, religion, race, color, national origin, or handicap. *Es la poliza del distrito escolar de Edinburg de no discriminar en sus programas educativos por razon de sexo, edad, religion, raza, color, origen nacional o por incapacidad.*

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. CALL MEETING TO ORDER, CONDUCT ROLL CALL, ESTABLISH QUORUM  
Presenter: President David Torres  
Time: 6:00 PM
2. PRAYER, PLEDGE OF ALLEGIANCE, AND TEXAS PLEDGE  
Presenter: Mr. Ciro Trevino
3. CERTIFICATION OF PUBLIC NOTICE  
Notice was posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on March 4, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.  
Presenter: President Torres
4. AWARDS & RECOGNITION  
Presenter: Superintendent Rene Gutierrez
  - A. De Escandon Elementary Students Qualify as Scholars for Duke University Talent Identification Program (TIP)
  - B. March 7-11, 2011 is Educational Diagnosticians Week
  - C. Economedes High School (JEHS) Designated an AVID National Demonstration School
  - D. Kim Wilke of JEHS Selected as 2011 Area 2 *Texas Outstanding Local Advisor* by Business Professionals of America

5. SUPERINTENDENT'S REPORT

Presenter: Superintendent Gutierrez

- A. SCORE (Schools Conserving Resources) Program Presentation by American Electric Power (AEP)
- B. Bank Contract Status
- C. Enrollment as of March 4, 2011
- D. Teacher Vacancies

6. PUBLIC COMMENTS

Public participation is limited to the designated open forum portion of the meeting. At all times during board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless recognized by the Board President. No presentation shall exceed five minutes.

Presenter: Superintendent Gutierrez

7. CONSENT AGENDA

The following item(s) are of a routine or administrative nature. All items are to be acted on by one vote without being discussed separately, unless requested by a board member in which case the item(s) will be considered individually after the items not requiring discussion have been acted on.

Presenter: President Torres

- A. (103A- 1) Minutes for Public Hearing and Regular Board Meeting on February 22, 2011 7
- B. (103A- 2) BID 11-61 Fine Arts Instruments for New Elementary and Middle Schools COST \$316,380.05 SOURCE Fine Arts Funds 13
- C. (103A- 3) RFQ 11-97 Educational Diagnostician for Special Education COST \$15,000.00 SOURCE State Special Education Funds 49

8. ACTION AGENDA

Presenter: President Torres

- A. (103A- 4) Sole Source for American Preparatory Institute COST \$35,000.00 SOURCE Federal Funds 53
- B. (103A- 5) Textbooks Recommended by District Textbook Selection Committee for 2011-2012 School Year 59
- C. (103A- 6) Social Studies Materials and Internet Subscriptions for Edinburg High School, Edinburg North High School, and Economedes High School from Teachers Curriculum Institute COST \$19,525.50 SOURCE Local Funds 71
- D. (103A- 7) Declare as Surplus the Attached List of A/C Units and Approve Request of an Auction for Sale of Surplus A/C Units COST 20% Proceeds/\$150.00 SOURCE Local Funds 76
- E. (103A- 8) ECISD Technology E-Plan for E-Rate 14 2011-2012 80
- F. (103A- 9) Letter of Agreement for E-Rate FY 14 2011-2012 Internet Service Provider COST \$44,700.00 SOURCE Local Funds 81

G. (103A-10) RFP 11-89 E-Rate (Year 2011) Web Hosting and Student Email Services COST \$43,000.00 SOURCE Local Funds	83
H. (103A-11) E-Rate FY 14 2011-2012 Telecommunication Services Phone Service COST \$200,000.00 SOURCE Local Funds	86
I. (103A-12) E-Rate FY 14 2011-2012 Telecommunication Services Data Circuits COST \$700,000.00 SOURCE Local Funds	88
J. (103A-13) RFP 11-90 E-Rate 14 (Year 2011) Basic Maintenance COST \$750,728.88 SOURCE Local Funds	90
K. (103A-14) First Reading for TASB Localized Board Policy Update 89	94
L. (103A-15) Architect Contract for Cavazos Elementary Reroofing Project COST \$9,800.00 SOURCE Local Funds	95
M. (103A-16) Engineer Contract for Lee Elementary Paving Improvement Project COST \$17,259.00 SOURCE Local Funds	115
N. (103A-17) Engineer Contract for Lighting at Barrientes Middle School and CATS Stadiums COST \$20,700.00 SOURCE Local Funds	127
O. (103A-18) Engineer Contract for Lincoln Elementary, Monte Cristo Elementary, and Edinburg North High School Bus Drive Parking Lot Improvements COST \$11,000.00 SOURCE Local Funds	146
P. (103A-19) Schematic Design for Group E Robert Vela High School and Science Wing Addition	158
Q. (103A-20) Architect Amendment Fee for Group E Robert Vela High School COST \$106,200.00 SOURCE Construction 2008 Bond Funds	182
R. (103A-21) Construction Manager-at-Risk Contract Amendment Fee for Group E Robert Vela High School COST \$178,918.00 SOURCE Construction 2008 Bond Funds	185
S. (103A-22) Construction Testing for Group E Robert Vela High School Renovation and Science Wing Addition Contract COST \$8,225.00 SOURCE Construction 2008 Bond Funds	188
T. (103A-23) First Reading of Board Policy DC (Local): Employment Practices	199
U. (103A-24) First Reading of Board Policy DEC (Local): Compensation and Benefits--Leaves and Absences	202
V. (103A-25) First Reading of Board Policy DFBB (Local): Term Contracts--Non-Renewal	209
W. (103A-26) First Reading of Board Policy DMA (Local): Professional Development--Required Staff Development	215
X. (103A-27) Order Authorizing the Issuance, Sale and Delivery of Edinburg Consolidated Independent School District Maintenance Tax Refunding Bonds, Series 2011, Delegating Certain Authority to the Superintendent of Schools and Business Manager of the School District Pursuant to the Provisions of Texas Government Code, Sections 1207.007 and 1207.008; Levying a Continuing Direct Annual Ad Valorem Tax; Authorizing the Advance	217

Refunding of Certain Outstanding Bonds; Authorizing the Execution of a Bond Purchase Contract; Approving an Official Statement, Execution of an Escrow and Trust Agreement, the Subscription and Purchase of Certain Federal Securities, and Making Other Provisions Regarding Such Bonds and Matters Incident Thereto

- Y. (103A-28) Underwriters for Maintenance Tax Notes Refunding, Series 2011 260
- Z. (103A-29) Authorize Administration to Solicit Requests for Qualifications of Legal Services for the District 261
- AA. (103A-30) Delegate Administration the Authority to Execute an Energy Contract through an Interlocal Agreement 262
- BB. (103A-31) Employment, Resignations, and Retirements

#### 9. CLOSED SESSION

Discussion under the authority of Section 551, Texas Government Code: If, during the course of the meeting covered by this Notice, the Board should determine that a Closed Session of the Board should be held or is required in relation to any item included in this Notice, then such closed session as authorized by Section 551.001 et. seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board after the commencement in Open Session of the meeting covered by this Notice. Such closed session may concern any or all of the subjects and be conducted for any and all purposes permitted by Section 551.071 through and including Section 551.084 of the Texas Open Meetings Act, including, but not limited to, private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Presenter: President Torres

- A. Section 551.071--Consultation with Attorney on Any Permitted Subject Including, But Not Limited to:
  - 1. Discussion with School Attorney of Item(s) Exempted under Attorney-Client Privilege
  - 2. Update on Pending Litigation
  - 3. Discussion with Attorney on Legal Issues Regarding Construction at Edinburg High School
  - 4. Discussion with Attorney on Legal Issues Regarding Bond Construction Projects
- B. Section 551.072--Deliberation Regarding Real Property
  - 1. Discussion on Acquisition of Possible Land Donation for Future Development
  - 2. Discussion on Proposed Contracts for Land Purchases
- C. Section 551.074--Personnel Matters
  - 1. Discussion of Employment, Resignations, and Retirements
  - 2. Update of Pending Personnel Investigations
  - 3. Discussion Regarding Proposed Reassignment of Personnel

- 4. Discussion Regarding Proposed Compensation Plan Update
- D. Section 551.071--Consultation with Attorney & Section 551.074--Personnel Matters
- E. Section 551.082--Discipline of a Public School Child
  - 1. Conduct Level III Student/Parent Complaint Hearing--Mrs. Cynthia Navarro
- 10. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION
  - Presenter: President Torres
  - A. Section 551.071--Consultation with Attorney
  - B. Section 551.072--Deliberation Regarding Real Property
  - C. Section 551.074--Personnel Matters
    - 1. Consideration of and Possible Action Regarding Proposed Reassignment of Personnel
    - 2. Consideration of and Possible Action Regarding Proposed Compensation Plan Update
  - D. Section 551.082--Discipline of Public School Child
    - 1. Consideration of and Possible Action Regarding Level III Student/Parent Complaint Hearing--Mrs. Cynthia Navarro
- 11. ADJOURNMENT
  - Presenter: President Torres

## APPROVAL OF BOARD MINUTES

### Superintendent's Recommendation

Board of Trustees approval of the minutes for the following board meeting(s):

**Public Hearing (AEIS) on February 22, 2011  
Regular School Board Meeting on February 22, 2011**

### Rationale

Article 6252-17A, §3b, V.A.T.S. requires in part that the Board shall prepare and retain minutes for each of its open meetings. The minutes are public record and shall be available for public inspection and copying upon request to the Superintendent or his designee.

### Paperwork Impact

No additional paperwork will be generated.

### Budgetary Information

The budget will not be impacted.

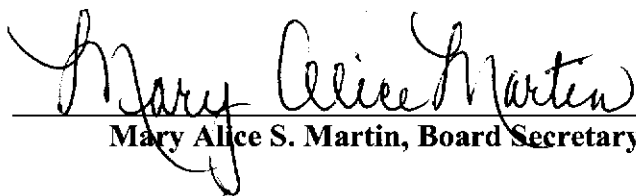
### Resource Personnel

Dr. René Gutiérrez

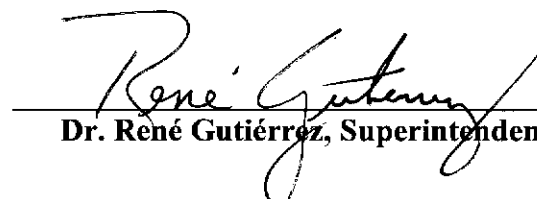
### Board Policy Reference and Compliance

This item is in compliance and in accordance with Board Policy BE and BE (Local).

Prepared by

  
\_\_\_\_\_  
Mary Alice S. Martin, Board Secretary

Recommended by

  
\_\_\_\_\_  
Dr. René Gutiérrez, Superintendent of Schools

**EXHIBIT A, PAGES 1-5**

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
Edinburg, Texas

STATE OF TEXAS           §

COUNTY OF HIDALGO   §

February 22, 2011

On the 22<sup>nd</sup> day of February 2011, the **Board of Trustees** for the Edinburg Consolidated Independent School District met for a **public hearing (AEIS Report)** with the following members present:

David Torres, President  
Carmen González, Vice President  
Ciro Treviño, Secretary

Martín Castillo, D.C., Member  
Jaime R. Chavana, Member (arrived at 5:55 p.m.)  
Juan "Sonny" Palacios Jr., Member  
Robert Peña Jr., Member (arrived at 5:56 p.m.)

NOTE: If more detailed information regarding the presentations and discussion during the meeting is desired, the audio and video taped recordings are available through the superintendent's office.

President Torres, who conducted **roll call**, called the meeting to order at 5:45 p.m. He then asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration at 411 North 8<sup>th</sup> Street in Edinburg on February 28, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

Elma Ayala, Director of Testing & Evaluation presented **Agenda Item III Discussion on 2009-2010 Academic Excellence Indicator System (AEIS) Report**. AEIS is the accountability instrument used by the Texas Education Agency to rate districts and campuses. Ratings are determined by student performance in the Texas Assessment of Knowledge and Skills (TAKS) and TAKS Accommodated (test for students with special needs), number of graduates, and dropout rate. With all factors considered, ECISD received an overall rating of "Acceptable" with 18 campuses achieving "Exemplary" status and 17 as "Recognized". ECISD merited "Gold Performance Acknowledgements" in its Class 2009 high school program, and writing and social studies.

Mrs. Ayala stated that in addition to phasing out the TAKS test in 2011-2012, districts will be required to meet Commended Performance standards to achieve "Recognized" and "Exemplary" status. Also, starting Spring 2012 the State of Texas Assessments of Academic Readiness (STAAR) will be administered as the new testing instrument bringing a completely new accountability rating system. She added that the entire AEIS report is available to the public at the Edinburg public library and Chamber of Commerce office, district central office and its website.

At 6:02 p.m., President Torres opened the floor for **Agenda VI Public Comments about 2009-2010 Academic Excellence Indicator System Report**. No one approached the podium.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **adjourn**. The motion carried. President Torres adjourned the meeting at 6:03 p.m.

---

**DAVID TORRES**  
President of the Board of Trustees

ATTESTED BY

---

**CIRO TREVINO**  
Secretary to the Board of Trustees

**EXHIBIT A**

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

February 22, 2011

On the 22<sup>nd</sup> day of February 2011, the **Board of Trustees** for the Edinburg Consolidated Independent School District met in **regular session** with the following members present:

David Torres, President	Martin Castillo, D.C., Member
Carmen González, Vice President	Jaime R. Chavana, Member
Ciro Treviño, Secretary	Juan "Sonny" Palacios Jr., Member
	Robert Peña Jr., Member

Present at the request of the superintendent was Jacques E. Treviño, board attorney.

NOTE: If more detailed information regarding the presentations, discussion, and action taken during the meeting is desired, the audio and video taped recordings are available through the superintendent's office.

President Torres, who established **quorum**, called the meeting to order at 6:04 p.m. Before offering the **prayer and leading the Pledge of Allegiance and Texas Pledge**, Mrs. Carmen González asked for a moment of silence in memory of Father Ricardo Garcia and Olga Enriquez.

President Torres asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration Building at 411 North 8<sup>th</sup> Street in Edinburg, Texas on February 18, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

**Under Awards & Recognition:**

- A. CocaCola Scholar Semi-Finalists from Edinburg North High School (ENHS)
- B. Elia Lopez, ENHS Recipient of the Lenore Annenberg Foundation Scholarship
- C. Juanito Antonio Rodriguez of ENHS Awarded the FCA Landry *Male Athlete of the Year* Scholarship
- D. Christina Mata of ENHS is 2010-2011 National Merit Scholar Finalist
- E. ENHS Maria and Guadalupe Fabre Ace the SAT
- F. ENHS Mock Trial Team Advances to State Competition
- G. Edinburg High School (EHS) Students Selected for Texas Music Educators Association (TMEA) All State Band
- H. EHS Students Selected for TMEA All State Choir
- I. Economedes High School (JEHS) Students Selected for TMEA All State Choir
- J. JEHS *Mariachi dos mil* is Runner Up in State Mariachi Competition
- K. Barrientes Middle School Students Selected for TMEA All Region Band
- L. B L Garza Middle School Students Selected for TMEA All Region Band
- M. South Middle School Students Selected for TMEA All Region Band
- N. Barrientes Middle School Students Selected for TMEA All Region Jazz Band
- O. B L Garza Middle School Students Selected for the TMEA All Region Jazz Band
- P. Additional Campuses Selected as 2010 National Center for Education Achievement *Higher Performing Schools*
- Q. Child Nutrition Department Earns Texas Department of Agriculture Rating of "Excellence" in the 2010-2011 Coordinated Review Effort
- R. February is Career & Technical Education Appreciation Month

**EXHIBIT A-2**

**Under Superintendent's Report:**

- A. Update on Refunding of Maintenance Tax Notes, Series 2002 by Estrada•Hinojosa & Company
- B. Texas A & M University Findings Regarding the *Built Environment's Influence on the Physical Activity of Colonia Children*
- C. Delinquent Tax Collection Report for Period of September 1, 2010 through December 31, 2010 by Linebarger Goggan Blair & Sampson LLP
- D. Update on Workers Compensation Insurance Program by JI Specialty Services
- E. Update on Health Insurance Program by Blue Cross/Blue Shield
- F. Update on 2008 Bond Construction Projects by Broaddus & Associates
- G. Update on Rezoning for Middle and High Schools
- H. Enrollment as of February 18, 2011: +1,562 (compared to 2/19/10)
- I. Teacher Vacancies: 0 posted

Under **Public Comments**, **Joe Ponce's** "Concerns" questioned the reality of budget crisis if \$30 million is available in ECISD coffers. Try better utilization of staff instead of hiring workers compensation consultants. Why pay for indoor air quality testing services when the service is available for free? "Budget woes" created through years of wrong choices by state legislators now leave local entities to carry the burden was **Luis Tovar's** topic. Regarding "Rezoning" **Ismael Martinez** stated that the neighborhood concept is not being adhered to as parents/ students will have to travel across town to schools when they live within walking distance of existing campuses—reconsider proposed plan by taking into account suggestions made by parents. **Fern McClagherty** asked that traffic congestion at Monte Cristo/Villarreal Elementary Schools be addressed since it is taking 30 minutes to over an hour to drop off students at these campuses. She added that still waiting for savings to be realized by replacing retire/rehire central office administrators, and maybe Career & Technical Education students could make marquee for Edinburg North High School. In "Spending, Public Comments, Letter", **Lydia Muehlberger** asked why hire an expensive law firm instead of using services of ECISD attorney. Why pay expenses for 8 coaches to attend clinic in Austin instead of sending one to train others upon return? Also, individuals that want to make public comments will not go away no matter how late it is scheduled. She read from a letter that questioned why the superintendent didn't set the example by denying himself an unnecessary raise.

**CONSENT AGENDA ITEMS**

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Items: 102B-1 Minutes for Regular Board Meeting of February 8, 2011; 102B-2 Bid 10-87 Drug Awareness Awards and Incentives, First and Final Renewal to Several Vendors with Edh Inc dba Tee's Plus as Primary Vendor Totaling \$25,642.00; 102B-3 Bid 10-106 Fire Sprinkler Inspection and Repair, First and Final Term Contract Renewal with Allied Fire Protection LPSA in the Amount of \$25,000.00; 102B-4 RESCIND Bid 11-48 Maintenance & Facilities Dilution Control System Awarded to Valley Sanitary Supply, Board Award of January 11, 2011; 102B-5 Bid 11-48 Maintenance & Facilities Dilution Control System to Gulf Coast Paper in the Amount of \$80,000.00; 102B-6 Bid 11-68 Crane Rental Services to United Electric & Crane in the Amount of \$30,000.00; 102B-7 Bid 11-75 Iron and Steel Supplies to Alamo Iron Works, Rio Grande Steel, and Sea Garden Sales Totaling \$22,480.92; 102B-8 Bid 11-76 Athletic Trainer Supplies to Several Vendors with A-Athletic & Medical Supply, Accion Rehabilitation Inc, Alert Services Inc, and Medco Supply Company as Primary Vendors Totaling \$32,000.00; 102B-9 GoDirect 11-117 Technology Equipment for Juvenile Detention Center to CDW Government, Dell, and eInstruction Totaling \$39,270.40; and 102B-10 Interlocal 11-116 Texas Fitness Now Grant for Middle Schools and Brewster School to Purchase Equipment and Supplies from Several Vendors through BuyBoard #336010 in the Amount of \$95,672.00, as recommended by Superintendent René Gutiérrez.** The motion carried.

**EXHIBIT A-3**

At the request of the superintendent, President Torres withdrew **Agenda Item 102B-11 RFQ 10-107 Indoor Air Quality Testing Service, First Term Contract Renewal.**

**ACTION AGENDA ITEMS**

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 102B-12 Second Reading of Board Policy EIC (Local) 2010-2011 Academic Achievement Class Ranking**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 102B-13 Application for State Waiver on Low Attendance Days for School Year 2010-2011**, as recommended by Superintendent René Gutiérrez. The motion carried.

Dr. Martín Castillo moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 102B-14 ECISD Cheerleading Constitution**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. David Torres moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 102B-15 iPad Devices for 2010-2011 from Apple Inc in the Amount of \$50,000.00**, as recommended by Superintendent Rene Gutierrez. No vote taken.

Mr. Ciro Treviño moved and Dr. Martín Castillo seconded the motion to **TABLE Agenda Item 102B-15 Ipad Devices Pending Further Study**. The motion passed 4 to 2 with Jaime R. Chavana and Juan "Sonny" Palacios Jr. voting against, and David Torres not voting.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 102B-16 Bid 11-94 New Middle School Furniture for Harwell and Longoria Middle Schools from A Bargas & Associates LLC, Lone Star Furnishings, and Texas Furniture Source for a Total of \$647,871.02**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to enter **Closed Session**. The motion carried.

President Torres recessed the meeting at 9:20 p.m. enabling the Board to enter Closed Session.

Dr. Martín Castillo moved and Mrs. Carmen González and Mr. Robert Peña Jr. seconded the motion to return to **Open Session**. The motion carried.

After returning to Open Session at 11:10 p.m., President Torres announced that no action had been taken on items discussed in Closed Session.

Mrs. Carmen González moved and Mr. Jaime R. Chavana seconded the motion to **Approve Section 551.074 9C.1 Employment, Resignations and Retirements as Discussed in Closed Session**, as recommended by Superintendent René Gutiérrez. The motion carried.

Employment for 2010-2011

Esteban Flores III*	BA/St. Mary's University	18-0 years experience
Robert Martinez**/**	MED/UT, Pan American	0-0 years experience

\*Pending criminal background check

\*\*Grant funded

**EXHIBIT A-4**

Resignations and Retirements

Olga H. De Leon (Retiring)	8 <sup>th</sup> Grade Science/South MS
Parker LeRoy Fisher (Retiring)	Career Invest/Edinburg HS
Daniel Torres	8 <sup>th</sup> Grade Math/South Ms
Judith Trevino	Social Studies/Edinburg North HS

Employment of Paraprofessionals (University Hours) and Classified Employees (None)  
Promotions (None)

Resignations and Retirements

Juan Gonzalez (Retiring)	Groundsman/M & F
--------------------------	------------------

Deceased

Olga G. Enriquez	Bookkeeper, Accounts Payable/Adm Bldg
------------------	---------------------------------------

Terminations

Oscar Gonzalez Jr	Instructional Aide/Crawford
Mario A. Salinas	CN Custodian/Guerra

Employment of Interns/Tutors/Student Workers

Carlos A. Moreno*	Tutor/Lee
Kyra Y. Salinas*	Tutor/Garza MS

\*Pending district medical and employment requirements

Resignations

Steven M. Alonzo	Intern/Technology
------------------	-------------------

Employment of Special Education Shadows (None)

Resignations (None)

Mrs. Carmen González moved and Mr. Jaime R. Chavana seconded the motion to **Approve Section 551.074 10C.1 Regarding Proposed Employment Termination of Oscar Gonzalez Jr, Instructional Aide at Crawford Elementary**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Section 551.074 10C.2 Regarding Proposed Employment Termination of Mario A. Salinas, Child Nutrition Custodian at Guerra Elementary**, as recommended by Superintendent René Gutiérrez. The motion carried.

Dr. Martín Castillo moved and Mr. Robert Peña Jr. seconded the motion to **adjourn**. The motion carried. President Torres adjourned the meeting at 11:12 p.m.

---

**DAVID TORRES**  
President of the Board of Trustees

ATTESTED BY

---

**CIRO TREVINO**  
Secretary to the Board of Trustees

**EXHIBIT A-5**

**APPROVAL OF BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY AND MIDDLE SCHOOLS**

**Superintendent's Recommendation**

That the Board of Trustees approve the recommendation to accept the bid for the Fine Arts Instruments for the new elementary and middle schools as requested by the Fine Arts Director which is indicated in the attached bid tabulation as being the most favorable and advantageous to the Edinburg CISD.

**Rationale**

Administration sought competitive sealed bids for the Instruments. The bid opening was held at the Administration building on December 13, 2010 at 2:00 P.M. where sixteen (16) bids were received, opened and read aloud. These instruments will be for the new campuses which are Gorena, Harwell and Longoria.

**User Department**

This item was requested Nelinda Villarreal, Director of Fine Arts.

**Budgetary Information**

**Award Recommendation: \$316,380.05**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
166-11-6397-xx-xxx-111-049	Fixed Assets	457,693.00	37,235.60	162,623.00	257,834.40
166-11-6639-xx-xxx-111-000	Furniture/Equipment Unit	105,128.00	0.00	42,000.00	63,128.00
TOTALS		562,821.00	37,235.60	204,623.00	320,962.40

**Resource Personnel**

Dr. René Gutiérrez	Maria Luisa Guerra	Amaro Tijerina
Dr. Rebecca Morrison	Nelinda Villarreal	Claudina E. Longoria
Sylvia D. Garcia		

**Board Policy Reference**

This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: *Nelinda Villarreal*  
 Nelinda Villarreal, Director of Fine Arts

Approved by: *Maria Luisa Guerra*  
 Maria Luisa Guerra, Asst. Supt. for Instruction/Support Services

Within Budgetary Allocations: *Sylvia D. Garcia*  
 Sylvia D. Garcia, Director of Finance

Approved by: *Rebecca Morrison*  
 Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by: *René Gutiérrez*  
 Dr. René Gutiérrez, Superintendent of Schools

**Notes for Bid Tabulation**  
**Bid 11-61, Fine Arts Instruments for New Middle Schools**  
**March 8, 2011**

1. **USER DEPARTMENT:** This bid was requested by Nelinda Villarreal, Director of Fine Arts. Mrs. Villarreal will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a one time purchase.
3. **BID EVALUATION:** This bid was evaluated by the Fine Arts Department. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The Fine Arts Department will prepare purchase orders following Board of Trustee bid approval.
5. **AMOUNT SPENT LAST YEAR:** None
6. **TOTAL AWARD RECOMMENDATION:**

COMPANY	COST
Antonio Strad Violin	\$22,320.00
Brook Mays Music	\$2,480.00
Cascio Interstate Music	\$22,910.00
NEMC	\$125,184.75
NEMC Alt-1	\$529.00
N Tune Music & Sound	\$9,785.00
Sam Ash Music	\$11,255.30
Shar Products	\$31,594.00
Valley Keyboards	\$16,000.00
Washington Music Center	\$60,432.00
Woodwind & Brasswind	\$13,890.00
<b>GRAND TOTAL</b>	<b>\$316,380.05</b>

7. **NOTES:**

A - Award Recommendation to low bids that met specifications.

EXHIBIT \_\_\_\_\_

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	ANTONIO STAD VIOLIN		ANTONIO STAD VIOLIN (ALT)		BROOK MAYS MUSIC		DRUMS ETC		CASCIO INTERSTATE MUSIC		LONE STAR PERCUSSION		LONE STAR PERCUSSION (ALT)	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	<b>ZILDJIAN A SUSPENDED CYMBAL</b> Allows more projection for crescendos and produce a rich orchestra sound with a full combination of high and low overtones, 16" <b>WOODWIND &amp; BRASSWIND #443172 083</b>	1 EACH	-	-	-	-	219.00	219.00	168.00	168.00	162.51	162.51	162.51	162.51	-	-
	BRAND & MODEL:															
2	<b>ZILDJIAN A SUSPENDED CYMBAL</b> Allows more projection for crescendos and produce a rich orchestra sound with a full combination of high and low overtones, 20" <b>WOODWIND &amp; BRASSWIND #443172 089</b>	1 EACH	-	-	-	-	289.00	289.00	230.00	230.00	217.99	217.99	217.99	217.99	-	-
	BRAND & MODEL:															
3	<b>ZILDJIAN CLASSIC ORCHESTRAL CRASH CYMBAL</b> These special cymbals have an immediate response and at the same time, the power to sustain the most brilliant of cymbal sounds. They incorporate control, feel, and playability with an overpowering brilliance. Recommended for use in all orchestral performance situations. 16" <b>WOODWIND &amp; BRASSWIND #441385 083</b>	1 EACH	-	-	-	-	3,699.00	3,699.00	328.00	328.00	324.49	324.49	324.49	324.49	-	-
	BRAND & MODEL:															
4	<b>ZILDJIAN CLASSIC ORCHESTRAL CRASH CYMBALS</b> These special cymbals have an immediate response and at the same time, the power to sustain the most brilliant of cymbal sounds. They incorporate control, feel, and playability with an overpowering brilliance. Recommended for use in all orchestral performance situations. 18" <b>WOODWIND &amp; BRASSWIND #441385 193</b>	1 PAIR	-	-	-	-	485.00	485.00	387.00	387.00	380.63	380.63	380.63	380.63	-	-
	BRAND & MODEL:															
5	<b>SABIAN BB PRO MARCHING BAND CYMBALS</b> Medium weight which is ideal for smaller high schools and junior high marching bands, durable bronze alloys. <b>WOODWIND &amp; BRASSWIND #442818 193</b>	2 PAIR	-	-	-	-	159.00	318.00	176.00	352.00	175.75	351.50	175.75	351.50	-	-
	BRAND & MODEL:															
6	<b>YAMAHA YAS-475 INTERMEDIATE ALTO SAXOPHONE</b> Designed based on Yamaha's high-end saxophones, silicone treated leather, pads, 62-style neck, tilting-style low Bb spatula key, left pinky keys have been redesigned for comfort and response, adjustable thumb rest, decorate side key guard, high F alternating fingering key with teardrop shape. <b>WOODWIND &amp; BRASSWIND #464126 420</b>	4 EACH	-	-	-	1,000.00	4,000.00	-	-	1,380.00	5,520.00	-	-	-	-	-
	BRAND & MODEL:															
7	<b>YAMAHA YTS-475 INTERMEDIATE TENOR SAXOPHONE</b> Featuring highly accurate intonation, warm tone, and a quick response, lightweight yet durable and comes with a classic 62-style neck for optimum sound and playability, comes with a highly protective case, and convenient shoulder strap, includes case, mouthpiece, cap and ligature <b>WOODWIND &amp; BRASSWIND #463228</b>	4 EACH	-	-	-	1,200.00	4,800.00	-	-	1,588.00	6,352.00	-	-	-	-	-
	BRAND & MODEL:															
8	<b>YAMAHA YTR-2335 SERIES STUDENT Bb TRUMPET</b> Features a laser-fused, plasma welded bell for continuous and even, vibrations in all registers, nickel-plated valves provide quick action and a gold brass lead pipe aids proper note placement and offers resistance to corrosion. <b>WOODWIND &amp; BRASSWIND #463637 998</b>	4 EACH	-	-	-	300.00	1,200.00	-	-	410.00	1,640.00	-	-	-	-	-
	BRAND & MODEL:															
9	<b>YAMAHA YSL-354 SERIES STUDENT TRUMBONE</b> Developed to meet the needs of the beginning player, features a 500" bore for easy tone production plus an 8 yellow brass bell built for outstanding resonance. <b>WOODWIND &amp; BRASSWIND #464515 420 930</b>	0 EACH	-	-	-	300.00	-	-	-	410.00	-	-	-	-	-	-
	BRAND & MODEL:															
10	<b>YAMAHA YSL-446G SERIES F ATTACHMENT TROMBONE</b> Key of Bb with F attachment, 525" bore, 8-1/2" gold brass bell, chrome plated nickel silver inner slide, yellow brass outer slide, semi-open wrap, slid end lock, lacquer finish. <b>WOODWIND &amp; BRASSWIND #461517</b>	12 EACH	-	-	-	900.00	10,800.00	-	-	983.00	11,796.00	-	-	-	-	-
	BRAND & MODEL:															

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	ANTONIO STAD VIOLIN		ANTONIO STAD VIOLIN (ALT)		BROOK MAYS MUSIC		DRUMS ETC		CASIO INTERSTATE MUSIC		LONE STAR PERCUSSION		LONE STAR PERCUSSION (ALT)	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
11	<b>YAMAHA YOB-241 STANDARD OBOE</b> Has all the student needs in an oboe. body is made from durable ABS resin and will not crack from moisture or temperature, new bore design offers better intonation and the simplified conservatory key system is accurate and dependable, modified conservatory system. semi-automatic octave keys, covered keys, trill keys C#-D#, F#-G#, A#-B, B-C#, right C-D, 4 cork, 15 felt pads, matte-finish ABS resin body, silver-plated nickel silver keys. <b>WOODWIND &amp; BRASSWIND #463232</b>	3 EACH	-	-	1,000.00	3,000.00	-	-	-	-	975.00	2,919.00	-	-	-	-
	<b>FOX RENARD MODEL 222 BASSOON</b> Features a long bore and a dark, round sound throughout the range of the instrument, linings in wing joint and small bore of boot joint, German bell (white ring), nickel silver keys with silver plating, full German system, Plateau keys on wing joint third finger hole, rollers on F, Ab, Eb, Db, A440 tuning +/- one cent. <b>WOODWIND &amp; BRASSWIND #462095</b>	2 EACH	-	-	4,600.00	9,200.00	-	-	-	-	5,012.00	10,024.00	-	-	-	-
13	<b>YAMAHA YCL-221III LOW EB BASS CLARINET</b> Matte finished ABS resin body, redesigned neck angle, leather pads with plastic resonators, redesigned register tone hole, rounded bridge key connector, new joint system. <b>WOODWIND &amp; BRASSWIND #461372</b>	4 EACH	-	-	1,200.00	4,800.00	-	-	-	-	1,453.00	5,812.00	-	-	-	-
14	<b>CONN 6D ARTIST DOUBLE FRENCH HORN OUTFIT</b> Key F/Bb, 468" bore, 12" bell, fixed bell top, medium bell throat, yellow brass bell material, fixed lead pipe, yellow brass lead pipe material, kruspe wrap, string linkage, nickel outer slides, tapered rotors and bearings, case, mouthpiece Conn 2, lacquer finish. <b>WOODWIND &amp; BRASSWIND #463295</b>	8 EACH	-	-	2,140.00	17,120.00	-	-	-	-	927.00	7,416.00	-	-	-	-
15	<b>JUPITER 596L FIBERGLASS SOUSAPHONE</b> Features a white fiberglass body with a 26" bell for great projection plus an easily removable valve and slide body for easy maintenance, comes with case, key ob BBb, 687" bore, lacquered brass valve body with nickel plated valves. <b>WOODWIND &amp; BRASSWIND #475090 905</b>	6 EACH	-	-	-	-	-	-	-	-	2,323.00	13,938.00	-	-	-	-
16	<b>YAMAHA YEP-321 SERIES EUPHONIUM</b> Bb key, 571" bore, 11" bell, yellow brass bell material, upright bell position, nickel plated valves, 4 valves, top valve position, standard system, features gold brass lead pipe, yellow brass valve casing, case. <b>WOODWIND &amp; BRASSWIND #483643 998</b>	8 EACH	-	-	1,200.00	9,600.00	-	-	-	-	1,226.00	9,808.00	-	-	-	-
17	<b>YAMAHA YEP-201 SERIES STUDENT EDUPHONIUM</b> Bb key, 571" bore, 11" bell, yellow brass bell material, upright bell position, 3 valves, top action valve position, non-compensating system, gold brass lead pipe, plastic case. <b>WOODWIND &amp; BRASSWIND #483649 998</b>	10 EACH	-	-	1,000.00	10,000.00	-	-	-	-	986.00	9,860.00	-	-	-	-
18	<b>YAMAHA YBB-321WC SERIES 4/VALVE 4/4BBb TUBA</b> Features a 728" bore with a 17.5" bell and gold brass lead pipe for superior, centered tone with outstanding resonance and projection, 4 top action nickel plated piston valves for smooth action. <b>WOODWIND &amp; BRASSWIND #483649 998</b>	11 EACH	-	-	3,000.00	33,000.00	-	-	-	-	3,857.00	42,427.00	-	-	-	-
19	<b>YAMAHA YBBE-105WC STANDARD 3/4 TUBA</b> Bb key 661" bore, 14-3/8" bell, yellow brass bell material, upright bell position, 3 valve, top action valve position, piston valve type, nickel plated valve material, gold brass lead pipe, plastic shell case, Yamaha 67" mouthpiece, lacquer finish. <b>WOODWIND &amp; BRASSWIND #461352</b>	8 EACH	-	-	1,600.00	12,800.00	-	-	-	-	1,732.00	13,856.00	-	-	-	-

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	ANTONIO STAD VIOLIN		ANTONIO STAD VIOLIN (ALT)		BROOK MAYS MUSIC		DRUMS ETC		CASCHIO INTERSTATE MUSIC		LONE STAR PERCUSSION		LONE STAR PERCUSSION (ALT)	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
20	<b>KLAUS MUELLER MAESTRO VIOLA</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish-brown color, ebony fingerboard, pegs, tailpiece, and end button, quality chrome steel strings, four string adjusters, Muliko or Dresden chinrest, 13-1/4 size, thermoplastic case, black interior, fibreglass bow. <b>SOUTHWEST STRINGS #420HT13</b>	3 EACH	380.00	1,140.00	-	-	200.00	600.00	-	-	367.00	1,101.00	-	-	-	-
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 250						HORST HW4B				GLAESSELVA20 VLAVA27ESCH					
21	<b>KLAUS MUELLER MAESTRO VIOLA</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish-brown color, ebony fingerboard, pegs, tailpiece, and end button, quality chrome steel strings, four string adjusters, Muliko or Dresden chinrest, 14 size, thermoplastic case, black interior, fibreglass bow. <b>SOUTHWEST STRINGS #420HT14</b>	6 EACH	380.00	2,280.00	-	-	200.00	1,200.00	-	-	367.00	2,202.00	-	-	-	-
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 250						HORST HW4A				GLAESSELVA20 VLAVA27ESCH					
22	<b>FRANZ WERNER CONCERT VIOLA</b> Carved from quality tone-woods, spruce top of medium grain, two piece back of subtle, narrow to broad flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of a light brown on a golden ground, ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Aubert Mirecourt bridge, Guarneri ebony chinrest, 15 size, Regency case, burgundy interior, black exterior, Cocca bow Diamond NX bow. <b>SOUTHWEST STRINGS #S801N15W</b>	4 EACH	1,250.00	5,000.00	-	-	-	-	-	-	726.00	2,904.00	-	-	-	-
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 260										GLAESSELVA10 VLAVA10E1CH					
23	<b>FRANZ WERNER CONCERT VIOLA</b> Carved from quality tone-woods, spruce top of medium grain, two piece back of subtle, narrow to broad flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of a light brown on a golden ground, ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Aubert Mirecourt bridge, Guarneri ebony chinrest, 15-1/2 size, Regency case, burgundy interior, black exterior, Cocca bow Diamond NX bow. <b>SOUTHWEST STRINGS #S801N1512B</b>	2 EACH	1,250.00	2,500.00	-	-	-	-	-	-	726.00	1,452.00	-	-	-	-
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 260										GLAESSELVA10 VLAVA10E1CH					
24	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Muliko or Dresden chinrest, 1/2 size, Kyoto case, red interior, black exterior, fibreglass bow. <b>SOUTHWEST STRINGS #320HKH</b>	4 EACH	350.00	1,400.00	-	-	200.00	800.00	-	-	206.00	824.00	-	-	-	-
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 5H						HORST HW12				SCHERL & ROTH R200 VLNR20R2EH					
25	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Muliko or Dresden chinrest, 3/4 size, Kyoto case, red interior, black exterior, fibreglass bow. <b>SOUTHWEST STRINGS #320HKT</b>	8 EACH	350.00	2,800.00	-	-	200.00	1,600.00	-	-	206.00	1,648.00	-	-	-	-
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 5H						HORST HW24				SCHERL & ROTH R200 VLNR20R3EH					
26	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Muliko or Dresden chinrest, 4/4 size, Kyoto case, red interior, black exterior, fibreglass bow. <b>SOUTHWEST STRINGS #320HTF</b>	8 EACH	350.00	2,800.00	-	-	200.00	1,600.00	-	-	206.00	1,648.00	-	-	-	-
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 5H						HORST HW24				SCHERL & ROTH R200 VLNR20R3EH					

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	ANTONIO STAD VIOLIN		ANTONIO STAD VIOLIN (ALT)		BROOK MAYS MUSIC		DRUMS ETC		CASCIO INTERSTATE MUSIC		LONE STAR PERCUSSION		LONE STAR PERCUSSION (ALT)		
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 5H																
27	HANS KROGER CAPRICE VIOLA Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grade, inlaid purfling, two piece maple back, lightly flamed, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyxex strings, string adjuster on a string only, Mulko or Dresden chinrest, 13 size, Thermoplastic case, black interior, black exterior, fiberglass bow. SOUTHWEST STRINGS #455HT1314	3 EACH	380.00	1,140.00	-	-						285.00	855.00				
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 250																
28	HANS KROGER CAPRICE VIOLA Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grade, inlaid purfling, two piece maple back, lightly flamed, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyxex strings, string adjuster on a string only, Mulko or Dresden chinrest, 14 size, Thermoplastic case, black interior, black exterior, fiberglass bow. SOUTHWEST STRINGS #455HT14	3 EACH	380.00	1,140.00	-	-						285.00	855.00				
	<b>BRAND &amp; MODEL:</b> STRAD MODEL 250																
29	FRANZ WERNER CONCERT CELLO Carved from quality tone-woods, spruce top of medium grain, inlaid purfling, two piece maple back of subtle flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of red-brown on a golden ground, ebony fingerboard and pegs, Wittner tailpiece with four built-in string adjusters, Larsen strings, Aubert Mirecourt Deluxe bridge, 4/4 size, Thermoplastic case, burgundy interior, black exterior Coda bow Diamond NX. SOUTHWEST STRINGS #S803NTE	5 EACH	3,500.00	17,500.00	-	-						557.00	2,785.00				
	<b>BRAND &amp; MODEL:</b> FREDRICK OTTO																
30	KLAUS MUELLER MAESTRO CELLO Laminated spruce and maple, two piece back, scroll of solid maple, finished in a golden brown, Ebony fingerboard, pegs, and tailpiece, four string adjusters, quality chrome steel strings, 1/2 size, Thermoplastic case, burgundy interior, black exterior, Fiberglass bow. SOUTHWEST STRINGS #620HTH	6 EACH	950.00	5,700.00	-	-	800.00	4,800.00				463.00	2,778.00				
	<b>BRAND &amp; MODEL:</b> SAW ALEXANDER 30																
31	KLAUS MUELLER MAESTRO CELLO Laminated spruce and maple, two piece back, scroll of solid maple, finished in a golden brown, Ebony fingerboard, pegs, and tailpiece, four string adjusters, quality chrome steel strings, 3/4 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow. SOUTHWEST STRINGS #620HTT	6 EACH	950.00	5,700.00	-	-	800.00	4,800.00				463.00	2,778.00				
	<b>BRAND &amp; MODEL:</b> SAW ALEXANDER 30																
32	KLAUS MUELLER MAESTRO BASS Laminated spruce and maple, finished in a golden brown, ebonyized fingerboard and tailpiece, nickel plated machine heads, quality chrome steel strings, quality maple bridge, 1/4 size, Oxford case, black interior, black exterior, fiberglass bow. SOUTHWEST STRINGS #720HFQ	3 EACH	1,150.00	3,450.00	-	-	1,600.00	4,800.00				1,132.00	3,395.00				
	<b>BRAND &amp; MODEL:</b> STRAID 53																
33	KLAUS MUELLER MAESTRO BASS Laminated spruce and maple, finished in a golden brown, ebonyized fingerboard and tailpiece, nickel plated machine heads, quality chrome steel strings, quality maple bridge, 1/2 size, Oxford case, black interior, black exterior, fiberglass bow. SOUTHWEST STRINGS #720HFH	2 EACH	1,150.00	2,300.00	-	-	1,600.00	3,200.00				1,132.00	2,264.00				
	<b>BRAND &amp; MODEL:</b> STRAID 53																

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	ANTONIO STAD VIOLIN		ANTONIO STAD VIOLIN (ALT)		BROOK MAYS MUSIC		DRUMS ETC		CASCIO INTERSTATE MUSIC		LONE STAR PERCUSSION		LONE STAR PERCUSSION (ALT)		
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE
34	<b>HANS KROGER CAPRICE VIOLIN</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, lightly figured, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, peg, tailpiece, and end button, D'Addario Zyex strings. String adjuster on E string only, Mulko or Dresden chinrest, 3/4 size, Thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #345HHT</b>	4 EACH	350.00	1,400.00								206.00	824.00				
	<b>BRAND &amp; MODEL:</b> STRAD 5H											SCHERL & ROTH#R200 VLMR20ME3H					
35	<b>HANS KROGER CAPRICE VIOLIN</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, lightly figured, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, peg, tailpiece, and end button, D'Addario Zyex strings. String adjuster on E string only, Mulko or Dresden chinrest, 4/4 size, Kyotoc case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #355HKF</b>	8 EACH	350.00	2,800.00								206.00	1,648.00				
	<b>BRAND &amp; MODEL:</b> STRAD 5H											SCHERL & ROTH#R200 VLMR20ME4H					
36	<b>HANS KROGER BASS</b> Carved from solid tone woods, spruce top of defined, medium grain, inlaid purfling, two piece, arched maple back, light flame, ribs slightly figured, plain scroll, finished in a spirit varnish of reddish-brown, shaded down to a golden ground, German ebony fingerboard and tailpiece, adjustable height bridge, German Rubner machine heads, D'Addario Helicore strings, 1/4 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #870HFT</b>	2 EACH	1,650.00	3,300.00								1,132.00	2,264.00				
	<b>BRAND &amp; MODEL:</b> STRAD 5S											SCHERL & ROTH#S900 BULS900LTCFH					
37	<b>HANS KROGER BASS</b> Carved from solid tone woods, spruce top of defined, medium grain, inlaid purfling, two piece, arched maple back, light flame, ribs slightly figured, plain scroll, finished in a spirit varnish of reddish-brown, shaded down to a golden ground, German ebony fingerboard and tailpiece, adjustable height bridge, German Rubner machine heads, D'Addario Helicore strings, 3/4 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #870HFT</b>	2 EACH	1,850.00	3,700.00								1,132.00	2,264.00				
	<b>BRAND &amp; MODEL:</b> STRAD 6S											SCHERL & ROTH#S900 BULS900L3CH					
38	<b>HANS KROGER CAPRICE CELLO</b> Hand-carved from European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, nicely figured, ribs and scroll similar to back, finished in a spirit varnish of red-brown on a golden ground, German ebony fingerboard and pegs, composite tailpiece, D'Addario Helicore strings, Four string adjusters, 4/4 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #655HTF</b>	4 EACH	920.00	3,680.00	950.00	3,800.00						684.00	2,736.00				
	<b>BRAND &amp; MODEL:</b> STRAD 3Z											BETTEREZ21 CELEZ21E4H					
39	<b>YAMAHA GUITARS</b> 3/4 size classical guitar. <b>YAMAHA #CGS103A</b>	25 EACH										110.00	2,750.00				
	<b>BRAND &amp; MODEL:</b> YAMAHA TP420AACL											CTSCGS103A (NO CASE)					
40	<b>YAMAHA TIMPANI SET WITH GAUGES AND COVERS</b> 23", 26", 29", 32" concert series <b>YAMAHA TP420AACL</b>	1 SET					5,650.00	5,650.00	6,999.00	6,999.00	6,999.00	6,557.00	6,557.00	7,187.95	7,187.95		
	<b>BRAND &amp; MODEL:</b> YAMAHA TP420AACL						LUDWIG LKS04FG W/GUAGES					TYMTP420AACL					
41	<b>PEARL CONCERT SERIES SNARE DRUMS CONCERT DRUMS</b> Concert series drums are made of a 5 ply maple shell and incorporate many high-end features such as the SR-017 strainer, Superhoop II hoops, tube lugs and Remo Renaissance heads, snare strainers consist of 7 strands of thin yellow cable and 7 strands of stainless steel cable. <b>WOODWIND &amp; BRASSWIND #466915 943</b>	1 EACH							349.00	349.00	312.00	312.00	326.69	326.69			
	<b>BRAND &amp; MODEL:</b> PEARL CRP145E											DRSCR145E102					

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	ANTONIO STAD VIOLIN		ANTONIO STAD VIOLIN (ALT)		BROOK MAYS MUSIC		DRUMS ETC		CASCIO INTERSTATE MUSIC		LONE STAR PERCUSSION		LONE STAR PERCUSSION (ALT)	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
42	<b>PEARL CONCERT SERIES SNARE DRUMS CONCERT DRUMS</b> Concert series drums are made of a 6-ply maple shell and incorporate many high-end features such as the SR-017 strainer, Superhoop II hoops, tube lugs and Remo Renaissance heads, snare strainers consist of 7 strands of thin yellow cable and 7 strands of stainless steel cable, 14 X 6.5" Piano Black. <b>WOODWIND &amp; BRASSWIND #466915 987</b>	1	-	-	-	-	-	-	349.00	349.00	324.00	324.00	322.05	322.05	-	-
	<b>PEARL COMPETITOR TRADITIONAL SNARE DRUM</b> Shells made from 100% mahogany and are 8 ply, covered in a brilliant pure white finish, these shells are rich in upper harmonics which greatly enhances presence, 12 strand synthetic gut snares that these drums utilize are both sensitive and powerful, drums feature 10 high-tension lugs, all of which are die-cast zinc, a style that helps to permit even tuning, 1.6mm steel hoops enhance the strength and durability of this already fine piece of craftsmanship. <b>WOODWIND &amp; BRASSWIND #494301 700 002</b>	5	-	-	-	-	-	275.00	1,375.00	199.00	995.00	191.81	959.05	-	-	-
	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 16 x 14 <b>WOODWIND &amp; BRASSWIND #449168 913 003</b>	1	-	-	-	-	-	249.00	249.00	223.00	223.00	216.13	216.13	-	-	-
44	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 18 x 14 <b>WOODWIND &amp; BRASSWIND #449168 880 674</b>	1	-	-	-	-	-	254.00	254.00	242.00	242.00	231.73	231.73	-	-	-
45	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 20 x 14 <b>WOODWIND &amp; BRASSWIND #449168 880 653</b>	1	-	-	-	-	-	268.00	268.00	261.00	261.00	247.33	247.33	-	-	-
46	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 22 x 14 <b>WOODWIND &amp; BRASSWIND #449132 002</b>	1	-	-	-	-	-	294.00	294.00	289.00	289.00	274.70	274.70	-	-	-
47	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 22 x 14 <b>WOODWIND &amp; BRASSWIND #449132 002</b>	3	-	-	-	-	-	365.00	1,095.00	367.00	1,101.00	345.05	1,035.15	-	-	-
48	<b>LUDWIG LE-CT04-CC CONCERT TOMS</b> Durable Sonic cut 8 ply mahogany shells deliver enhanced presence, resonance, and clarity while eliminating unwanted overtones, rounded bearing edges, die-cast zinc tension lugs and 1.6mm steel hoops, lightweight design and white finish. <b>WOODWIND &amp; BRASSWIND #449132 002</b>	1	-	-	-	-	-	879.00	879.00	719.00	719.00	851.00	851.00	-	-	-
49	<b>LUDWIG LE-CT04-CC CONCERT TOMS</b> 10", 12", 13", and 14" toms, 7-ply birch and Italian poplar shells, strong chrome-plated lugs, triple flanged hoops, durable protective trim on the bottom edges, angle-adjustable tom stands with rubber feet, black finish. <b>WOODWIND &amp; BRASSWIND #446412 001</b>	1	-	-	-	-	-	850.00	850.00	850.00	850.00	851.00	851.00	-	-	-

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	ANTONIO STAD VIOLIN		ANTONIO STAD VIOLIN (ALT)		BROOK MAYS MUSIC		DRUMS ETC		CASCIO INTERSTATE MUSIC		LONE STAR PERCUSSION		LONE STAR PERCUSSION (ALT)	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
50	<b>WUHAN 28" CHAU GONG WITH STAND</b> Traditionally used in Chinese culture to announce the arrival of a government official, or to warn people to clear the street, much as a police siren is used today to lead a procession, includes a mallet. <b>WOODWIND &amp; BRASSWIND #501121</b>  <b>BRAND &amp; MODEL:</b> <b>PEARL CONCERT BASE DRUM WITH STBD SUSPENDED STAND</b> 100% mahogany shells are designed to maximize shell resonance producing a richness, and resonance not found in other drums, 32 x 16. <b>WOODWIND &amp; BRASSWIND #473692 902</b>	1 EACH	-	-	-	-	-	-	369.00	369.00	335.00	335.00	272.47	272.47	-	-
51	<b>ADAMS XSKV35XSKF35 SOLOIST SERIES ZELON XYLOPHONE</b> 3.5 octave, synthetic bars feature a warm tone and superior durability, cover and mallets included. <b>WOODWIND &amp; BRASSWIND #466954 937</b>  <b>BRAND &amp; MODEL:</b> <b>ADAMS MSFV43 SOLOIST SERIES 4.3 OCTAVE PADOUK MARIMBA</b> Full size instrument features graduated Padouk Wood Bars, fully height adjustable frame, and includes cover and mallets. <b>WOODWIND &amp; BRASSWIND #466943</b>	1 EACH	-	-	-	-	-	1,299.00	1,299.00	1,686.00	1,686.00	1,085.00	1,085.00	1,179.98	1,179.98	-
52	<b>ADAMS XSKV35XSKF35 SOLOIST SERIES ZELON XYLOPHONE</b> 3.5 octave, synthetic bars feature a warm tone and superior durability, cover and mallets included. <b>WOODWIND &amp; BRASSWIND #466954 937</b>  <b>BRAND &amp; MODEL:</b> <b>ADAMS SV1 3.1 OCTAVE SOLOIST VIBE VOYAGER FRAME &amp; MOTOR</b> Features the sturdy Voyager height adjustable frame with motor and silent pause control, graduated anodized bars produce pure tone and with great projection, offers easy transportability for the gigging percussionist with an expanded 3.1 octave range. <b>WOODWIND &amp; BRASSWIND #475316</b>	1 EACH	-	-	-	-	-	1,679.00	1,679.00	1,686.00	1,686.00	1,708.13	1,708.13	2,099.75	2,099.75	-
53	<b>ADAMS SV1 3.1 OCTAVE SOLOIST VIBE VOYAGER FRAME &amp; MOTOR</b> Features the sturdy Voyager height adjustable frame with motor and silent pause control, graduated anodized bars produce pure tone and with great projection, offers easy transportability for the gigging percussionist with an expanded 3.1 octave range. <b>WOODWIND &amp; BRASSWIND #475316</b>	5 EACH	-	-	-	-	3,200.00	16,000.00	6,200.00	31,000.00	3,049.00	15,245.00	3,049.71	15,248.55	-	-
54	<b>ADAMS MSFV43 SOLOIST SERIES 4.3 OCTAVE PADOUK MARIMBA</b> Full size instrument features graduated Padouk Wood Bars, fully height adjustable frame, and includes cover and mallets. <b>WOODWIND &amp; BRASSWIND #466943</b>	4 EACH	-	-	-	-	2,450.00	9,800.00	4,740.00	18,960.00	2,399.00	9,596.00	2,409.23	9,636.92	-	-
55	<b>YAMAHA YG-1210ST0 INTERMEDIATE BELLS WITH X-STYLE STAND</b> Feature the professional sound of steel bars with a pure, bright tone, complete with stand. <b>WOODWIND &amp; BRASSWIND #478690</b>	1 EACH	-	-	-	-	-	-	1,039.00	1,039.00	871.00	871.00	930.03	930.03	-	-
56	<b>SONOR WESTO ORFF SETS</b> Set of 15 Sonor Orff Instruments with Palisano Xylophones and Meisterklasse Metallophones to include F# and Bb bars and the appropriate mallets: 2 - Deep Base Xylophones (201726) 3 - Tenor-alto Xylophones (201738) 2 - Soprano Xylophones (201731) 1 - Deep Base Metallophone (201028) 2 - Tenor-alto Metallophones (201037) 1 - Soprano Metallophone (201032) 2 - Tenor-alto Glockenspiels (201806) 2 - Soprano Glockenspiels (201806) 1 - Sub-Contrabass Bar (200078) 1 - Contra Bass Bar, F (200185) 1 - Contra Bass Bar, G (200188) <b>WEST MUSIC COMPANY #202409</b>	6 SET	-	-	-	-	-	-	-	-	9,583.00	57,498.00	-	-	-	-
57	<b>KAWAI UST9 STUDIO PIANO</b> 46" tall institutional ebony satin upright with bench, millerium 3 action, double wheel casters. <b>MELHART #UST9BS</b>	4 EACH	-	-	-	-	-	-	-	-	-	-	-	-	-	-
58	<b>PEARL ST00L TALL SNARE DRUM STAND</b> Use on drum set or stand alone, this tall model with single braced legs and gear tiller can be used on a drum set or for standing height snare drumming. <b>WOODWIND &amp; BRASSWIND #472964</b>	2 EACH	-	-	-	-	-	52.00	104.00	46.00	92.00	49.73	99.46	-	-	-

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	ANTONIO STAD VIOLIN		ANTONIO STAD VIOLIN (ALT)		BROOK MAYS MUSIC		DRUMS ETC		CASCIO INTERSTATE MUSIC		LONE STAR PERCUSSION		LONE STAR PERCUSSION (ALT)		
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	
	BRAND & MODEL:																
59	PEARL CQCA COMPETITOR ALUMINUM QVAL CARRIER T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, feature flip-up design. WOODWIND & BRASSWIND #540175	3 EACH						139.00	417.00			133.00	399.00	122.19	366.57		
	BRAND & MODEL:																
60	PEARL CSC1 COMPETITOR ALUMINUM SNARE CARRIER T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, designed exclusively for use with Competitor Series Marching Percussion, features stabilizer unit. WOODWIND & BRASSWIND #540176	5 EACH					84.00	420.00			106.00	530.00	101.42	507.10			
	BRAND & MODEL:																
61	PEARL CBC1 COMPETITOR ALUMINUM BASE DRUM CARRIER T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, designed exclusively for use with Competitor Series Marching Percussion, features stabilizer unit. WOODWIND & BRASSWIND #540169	4 EACH					84.00	336.00			89.00	356.00	86.87	347.48			
	BRAND & MODEL:																
62	GIBALTAR CONCERT CYMBAL STAND Holds two hand held concert cymbals, up to 22" in diameter for easy and quick access. WOODWIND & BRASSWIND #473767	2 EACH					89.95	179.90			66.00	132.00	61.51	123.02			
	BRAND & MODEL:																
63	MCADAMS TUNING INSTRUMENTS Can play an incredibly wide variety of rhythms, full octave of tuning notes is available along with the special notes in intervals perfect for use with strings. All of this is at a volume level that makes it useable with a full class. And if you want still more sound, there is an output jack for an external amplifier, 120 watts peak power. MCADAMS INSTRUMENTS #MODEL 20	2 EACH					510.00	1,020.00			564.00	1,128.00					
	ALL BIDS REJECTED																
64	MCADAMS TUNING INSTRUMENTS Can play an incredibly wide variety of rhythms, full octave of tuning notes is available along with the special notes in intervals perfect for use with strings. All of this is at a volume level that makes it useable with a full class. And if you want still more sound, there is an output jack for an external amplifier, 360 watts peak power. MCADAMS INSTRUMENTS #MODEL 20XV	4 EACH					620.00	2,480.00			696.00	2,784.00					
	BRAND & MODEL:																
GRAND TOTALS			\$69,810.00	\$3,800.00			\$72,923.90	\$285,569.00	\$43,568.61	\$2,099.75							
AWARD RECOMMENDATIONS \$			22,320.00				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	MELHART MUSIC CENTER		NEMC		NEMC (ALT-1)		NEMC (ALT-2)		NEMC (ALT-3)		N TUNE MUSIC & SOUND		PERIPOLE-BERGERAULT	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	<b>ZILDJIAN A SUSPENDED CYMBAL</b> Allows more projection for crescendos and produce a rich orchestra sound with a full combination of high and low overtones. 16" WOODWIND & BRASSWIND #443172 083	1 EACH	-	151.00	151.00	-	-	-	-	-	-	-	200.00	200.00	-	-
	BRAND & MODEL: ZILDJIAN A-41T															
2	<b>ZILDJIAN A SUSPENDED CYMBAL</b> Allows more projection for crescendos and produce a rich orchestra sound with a full combination of high and low overtones. 20" WOODWIND & BRASSWIND #443172 089	1 EACH	-	199.75	199.75	-	-	-	-	-	-	-	281.00	281.00	-	-
	BRAND & MODEL: ZILDJIAN A-043T															
3	<b>ZILDJIAN CLASSIC ORCHESTRAL CRASH CYMBAL</b> These special cymbals have an immediate response and at the same time, the power to sustain the most brilliant of cymbal sounds. They incorporate control, feel, and playability with an overpowering brilliance. Recommended for use in all orchestral performance situations. 16" WOODWIND & BRASSWIND #441385 083	1 EACH	-	295.00	295.00	-	-	-	-	-	-	-	375.00	375.00	-	-
	BRAND & MODEL: ZILDJIAN A-075T															
4	<b>ZILDJIAN CLASSIC ORCHESTRAL CRASH CYMBALS</b> These special cymbals have an immediate response and at the same time, the power to sustain the most brilliant of cymbal sounds. They incorporate control, feel, and playability with an overpowering brilliance. Recommended for use in all orchestral performance situations. 18" WOODWIND & BRASSWIND #441385 193	1 PAIR	-	345.00	345.00	-	-	-	-	-	-	-	447.00	447.00	-	-
	BRAND & MODEL: ZILDJIAN A-0759															
5	<b>SABIAN B8 PRO MARCHING BAND CYMBALS</b> Medium weight which is ideal for smaller high schools and junior high matching bands, durable bronze alloys. WOODWIND & BRASSWIND #444218 193	2 PAIR	-	-	-	-	-	-	-	-	-	-	144.00	288.00	-	-
	BRAND & MODEL: YAMAHA YAS-475															
6	<b>YAMAHA YAS-475 INTERMEDIATE ALTO SAXOPHONE</b> Designed based on Yamaha's high-end saxophones, silicone treated leather, pads, 62-style neck, lifting-style low Bb spotlula key, left pinky keys have been redesigned for comfort and response, adjustable thumb rest, decorate side key guard, high F alternating fingering key with teardrop shape. WOODWIND & BRASSWIND #464126 420	4 EACH	1,595.00	6,380.00	1,378.00	5,512.00	949.00	3,796.00	769.00	3,076.00	-	-	1,527.00	6,108.00	-	-
	BRAND & MODEL: YAMAHA YAS-475															
7	<b>YAMAHA YTS-475 INTERMEDIATE TENOR SAXOPHONE</b> Featuring highly accurate intonation, warm tone, and a quick response, lightweight yet durable and comes with a classic 62-style neck for optimum sound and playability, comes with a highly protective case, and convenient shoulder strap. Includes case, mouthpiece, cap and ligature. WOODWIND & BRASSWIND #463228	4 EACH	1,850.00	7,400.00	1,593.00	6,332.00	1,152.00	4,608.00	888.00	3,592.00	-	-	1,809.00	7,236.00	-	-
	BRAND & MODEL: YAMAHA YTS-475															
8	<b>YAMAHA YTR-2335 SERIES STUDENT Bb TRUMPET</b> Features a laser-fused, plasma welded bell for continuous and even vibrations in all registers, nickel-plated valves provide quick action and a gold brass lead pipe aids proper note placement and offers resistance to corrosion. WOODWIND & BRASSWIND #483637 998	4 EACH	467.00	1,868.00	415.25	1,661.00	331.00	1,324.00	229.00	916.00	-	-	477.00	1,908.00	-	-
	BRAND & MODEL: YAMAHA YTR-2335															
9	<b>YAMAHA YSL-354 SERIES STUDENT TRUMPONE</b> Developed to meet the needs of the beginning player, features a 500" bore for easy tone production plus an 8 yellow brass bell built for outstanding resonance. WOODWIND & BRASSWIND #464515 420 930	0 EACH	467.00	-	415.25	-	379.00	-	379.00	-	-	-	482.00	-	-	-
	BRAND & MODEL: YAMAHA YSL-354															
10	<b>YAMAHA YSL-446G SERIES F ATTACHMENT TROMBONE</b> Key of Bb with F attachment, 525" bore, 8-1/2" gold brass bell, chrome plated nickel silver inner slide, yellow brass outer slide, semi-open wrap, slid end lock, lacquer finish. WOODWIND & BRASSWIND #461517	12 EACH	1,140.00	13,680.00	980.00	11,760.00	732.00	8,784.00	754.00	9,168.00	883.00	10,596.00	1,104.00	13,248.00	-	-
	BRAND & MODEL: YAMAHA YSL-446G															

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	MELHART MUSIC CENTER		NEMC		NEMC (ALT-1)		NEMC (ALT-2)		NEMC (ALT-3)		N TUNE MUSIC & SOUND		PERIPOLE-BERGERAULT		
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE
11	<b>YAMAHA YOB-241 STANDARD OBOE</b> Has all the student needs in an oboe, body is made from durable ABS resin and will not crack from moisture or temperature, new bore design offers better intonation, and the simplified conservatory key system is accurate and dependable, modified conservatory system, semi-automatic octave keys, covered keys, trill keys C#-D#, F#-G#, A#-B, B-C#, right C-D, 4 cork, 15 felt pads, matte-finish ABS resin body, silver-plated nickel silver keys. <b>WOODWIND &amp; BRASSWIND #463232</b>	3 EACH	1,155.00	3,465.00	965.00	2,955.00	945.00	2,835.00	839.00	2,517.00	-	-	1,097.00	3,291.00	-	-	-
12	<b>FOX RENARD MODEL 222 BASSOON</b> Features a long bore and a dark, round sound throughout the range of the instrument, linings in wing joint and small bore of boot joint, German bell (white ring), nickel silver keys with silver plating, full German system, Plateau keys on wing joint third finger hole, rollers on F, Ab, Eb, Db, A440 tuning ~ one cent. <b>WOODWIND &amp; BRASSWIND #462095</b>	2 EACH	-	-	4,465.00	8,930.00	2,225.00	4,450.00	-	-	-	-	4,599.00	9,198.00	-	-	-
13	<b>YAMAHA YCL-22111 LOW ER BASS CLARINET</b> Matte finished ABS resin body, redesigned neck angle, leather pads with plastic resonators, redesigned register tone hole, rounded bridge key connector, new joint system. <b>WOODWIND &amp; BRASSWIND #461372</b>	4 EACH	1,694.00	6,776.00	1,452.00	5,808.00	1,070.00	4,280.00	1,239.00	4,956.00	1,223.00	4,892.00	1,621.00	6,484.00	-	-	-
14	<b>CONN 6D ARTIST DOUBLE FRENCH HORN OUTFIT</b> Key F/Bb, .468" bore, 12" bell, fixed bell type, medium bell throat, yellow brass bell material, fixed lead pipe, yellow brass lead pipe material, kruspe wrap, string linkage, nickel outer slides, tapered rotors and bearings, case, mouthpiece Conn. 2, lacquer finish. <b>WOODWIND &amp; BRASSWIND #463295</b>	8 EACH	1,295.00	10,360.00	1,905.00	15,240.00	1,875.00	15,000.00	1,844.00	14,752.00	1,498.00	11,984.00	2,187.00	17,496.00	-	-	-
15	<b>JUPITER 596L FIBERGLASS SOUSAPHONE</b> Features a white fiberglass body with a 26" bell for great projection plus an easily removable valve and slide body for easy maintenance, comes with case. BbB, 667" bore, lacquered brass valve body with nickel plated valves. <b>WOODWIND &amp; BRASSWIND #475000 905</b>	6 EACH	2,295.00	13,770.00	2,255.00	13,530.00	-	-	-	-	-	-	2,615.00	15,690.00	-	-	-
16	<b>YAMAHA YEP-321 SERIES EUPHONIUM</b> Bb key, 571" bore, 11" bell, yellow brass bell material, upright bell position, nickel plated valves, 4 valves, top valve position, standard system, features gold brass lead pipe, yellow brass valve casing, case. <b>WOODWIND &amp; BRASSWIND #483643 998</b>	8 EACH	1,397.00	11,176.00	1,221.00	9,768.00	1,119.00	8,952.00	898.00	7,184.00	958.00	7,664.00	1,378.00	11,024.00	-	-	-
17	<b>YAMAHA YEP-201 SERIES STUDENT EDUPHONIUM</b> Bb key, 571" bore, 11" bell, yellow brass bell material, upright bell position, 3 valves, top action valve position, non-compensating system, gold brass lead pipe, plastic case. <b>WOODWIND &amp; BRASSWIND #483649 998</b>	10 EACH	1,124.00	11,240.00	983.00	9,830.00	799.00	7,990.00	838.00	8,380.00	-	-	1,117.00	11,170.00	-	-	-
18	<b>YAMAHA YBB-321WC SERIES 4-VALVE 4/4Bb TUBA</b> Features a 728" bore with a 17.5" bell and gold brass lead pipe for superior, centered tone with outstanding resonance and projection, 4 top action nickel plated piston valves for smooth action. <b>WOODWIND &amp; BRASSWIND #483649 998</b>	11 EACH	4,485.00	49,335.00	3,845.00	42,295.00	3,589.00	39,479.00	3,796.00	41,778.00	-	-	4,304.00	47,344.00	-	-	-
19	<b>YAMAHA YBB=105WC STANDARD 3/4 TUBA</b> Bb key, 667" bore, 14-3/8" bell, yellow brass bell material, upright bell position, 3 valve, top action valve position, piston valve type, nickel plated valve material, gold brass lead pipe, plastic shell case, Yamaha 67 mouthpiece, lacquer finish. <b>WOODWIND &amp; BRASSWIND #461352</b>	8 EACH	1,974.00	15,792.00	1,727.00	13,816.00	1,689.00	13,512.00	1,398.00	11,184.00	-	-	1,993.00	15,944.00	-	-	-

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	MELHART MUSIC CENTER		NEMC		NEMC (ALT-1)		NEMC (ALT-2)		NEMC (ALT-3)		N TUNE MUSIC & SOUND		PERIPOLE-BERGERAULT	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
20	<b>KLAUS MUELLER MAESTRO VIOLA</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish-brown color, ebony fingerboard, pegs, tailpiece, and end button, quality chrome steel strings, four string adjusters, Mulko or Dresden chinrest, 13-1/4 size, thermoplastic case, black interior, fibreglass bow <b>SOUTHWEST STRINGS #420HT13</b>	3 EACH	398.00	1,197.00	-	-	-	-	-	-	-	-	355.00	1,065.00	-	-
	<b>BRAND &amp; MODEL:</b> ADAMSON VA100-13-OF															
21	<b>KLAUS MUELLER MAESTRO VIOLA</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish-brown color, ebony fingerboard, pegs, tailpiece, and end button, quality chrome steel strings, four string adjusters, Mulko or Dresden chinrest, 14 size, thermoplastic case, black interior, fibreglass bow <b>SOUTHWEST STRINGS #420HT14</b>	6 EACH	399.00	2,394.00	-	-	-	-	-	-	-	-	355.00	2,130.00	-	-
	<b>BRAND &amp; MODEL:</b> ADAMSON VA100-14-OF															
22	<b>FRANZ WERNER CONCERT VIOLA</b> Carved from quality tone-woods, spruce top of medium grain, two piece back of subtle, narrow to broad flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of a light brown on a golden ground, ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Aubert Mirecourt bridge, Guarnert ebony chinrest, 15 size, Regency case, burgundy interior, black exterior, Coda bow Diamond NX bow. <b>SOUTHWEST STRINGS #S801N18W</b>	4 EACH	1,395.00	5,580.00	-	-	-	-	-	-	-	-	1,394.00	5,576.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI VA300-15-OF															
23	<b>FRANZ WERNER CONCERT VIOLA</b> Carved from quality tone-woods, spruce top of medium grain, two piece back of subtle, narrow to broad flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of a light brown on a golden ground, ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Aubert Mirecourt bridge, Guarnert ebony chinrest, 15-1/2 size, Regency case, burgundy interior, black exterior, Coda bow Diamond NX bow. <b>SOUTHWEST STRINGS #S801N1512B</b>	2 EACH	1,395.00	2,790.00	-	-	-	-	-	-	-	-	1,394.00	2,788.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI VA300-15 1/2-OF															
24	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 1/2 size, Kyoto case, red interior, black exterior, fibreglass bow <b>SOUTHWEST STRINGS #320HKK</b>	4 EACH	295.00	1,180.00	-	-	-	-	-	-	-	-	337.00	1,348.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI V100-12-OF															
25	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 3/4 size, Kyoto case, red interior, black exterior, fibreglass bow. <b>SOUTHWEST STRINGS #320HKT</b>	8 EACH	295.00	2,360.00	-	-	-	-	-	-	-	-	337.00	2,696.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI V100-3/4-OF															
26	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 4/4 size, Kyoto case, red interior, black exterior, fibreglass bow. <b>SOUTHWEST STRINGS #320HTF</b>	8 EACH	295.00	2,360.00	-	-	-	-	-	-	-	-	337.00	2,696.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI V100-3/4-OF															

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	MELHART MUSIC CENTER		NEMC		NEMC (ALT-1)		NEMC (ALT-2)		NEMC (ALT-3)		N TUNE MUSIC & SOUND		PERIPOLE-BERGERAULT	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	<b>BRAND &amp; MODEL:</b>		LORETTI VA100-44-OF													
27	<b>HANS KROGER CAPRICE VIOLA</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grade, initial purfling, two piece maple back, lightly flamed, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Mulko or Dresden chinrest, 13 size, Thermoplastic case, black exterior, fiberglass bow.	3 EACH	495.00	1,485.00	-	-	-	-	-	-	-	-	453.00	1,359.00	-	-
	<b>BRAND &amp; MODEL:</b>		LORETTI VA200-13-OF													
28	<b>HANS KROGER CAPRICE VIOLA</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grade, initial purfling, two piece maple back, lightly flamed, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Mulko or Dresden chinrest, 14 size, Thermoplastic case, black interior, black exterior, fiberglass bow.	3 EACH	495.00	1,485.00	-	-	-	-	-	-	-	-	453.00	1,359.00	-	-
	<b>BRAND &amp; MODEL:</b>		LORETTI VA200-14-OF													
29	<b>FRANZ WERNER CONCERT CELLO</b> Carved from quality tone-woods, spruce top of medium grain, initial purfling, two piece maple back of subtle flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of red-brown on a golden ground, ebony fingerboard and pegs, Wittner tailpiece with four built-in string adjusters, Larsen strings, Albert Mirecourt Deluxe bridge, 4/4 size, Thermoplastic case, burgundy interior, black exterior Coda bow Diamond NX	5 EACH	2,895.00	13,475.00	-	-	-	-	-	-	-	-	3,299.00	16,495.00	-	-
	<b>BRAND &amp; MODEL:</b>		LORETTI C300-44-OF													
30	<b>KLAUS MUELLER MAESTRO CELLO</b> Laminated spruce and maple, two piece back, scroll of solid maple, finished in a golden brown, Ebony fingerboard, pegs, and tailpiece, four string adjusters, quality chrome steel strings, 1/2 size, Thermoplastic case, burgundy interior, black exterior, Fiberglass bow.	6 EACH	795.00	4,770.00	-	-	-	-	-	-	-	-	922.00	5,532.00	-	-
	<b>BRAND &amp; MODEL:</b>		LORETTI C-100-112-OF													
31	<b>KLAUS MUELLER MAESTRO CELLO</b> Laminated spruce and maple, two piece back, scroll of solid maple, finished in a golden brown, Ebony fingerboard, pegs, and tailpiece, four string adjusters, quality chrome steel strings, 3/4 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow.	6 EACH	795.00	4,770.00	-	-	-	-	-	-	-	-	922.00	5,532.00	-	-
	<b>BRAND &amp; MODEL:</b>		LORETTI C-100-314-OF													
32	<b>KLAUS MUELLER MAESTRO BASS</b> Laminated spruce and maple, finished in a golden brown, ebonized fingerboard and tailpiece, nickel plated machine heads, quality chrome steel strings, quality maple bridge, 1/4 size, Oxford case, black interior, black exterior, fiberglass bow.	3 EACH	1,565.00	4,785.00	-	-	-	-	-	-	-	-	1,449.00	4,347.00	-	-
	<b>BRAND &amp; MODEL:</b>		LORETTI B-80-114-OF													
33	<b>KLAUS MUELLER MAESTRO BASS</b> Laminated spruce and maple, finished in a golden brown, ebonized fingerboard and tailpiece, nickel plated machine heads, quality chrome steel strings, quality maple bridge, 1/2 size, Oxford case, black interior, black exterior, fiberglass bow.	2 EACH	1,595.00	3,190.00	-	-	-	-	-	-	-	-	1,449.00	2,898.00	-	-
	<b>BRAND &amp; MODEL:</b>		LORETTI B80-112-OF													

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	MELHART MUSIC CENTER		NEMC		NEMC (ALT-1)		NEMC (ALT-2)		NEMC (ALT-3)		N TUNE MUSIC & SOUND		PERIPOLE-BERGERAULT	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
34	<b>HANS KROGER CAPRICE VIOLIN</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, lightly figured, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, peg, tailpiece, and end button, D'Addario Zyex strings, String adjuster on E string only, Mulko or Dresden chinrest, 3/4 size, Thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #355HTT</b>	4 EACH	495.00	1,980.00	-	-	-	-	-	-	-	-	571.00	2,284.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI V200-34-OF															
35	<b>HANS KROGER CAPRICE VIOLIN</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, lightly figured, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, peg, tailpiece, and end button, D'Addario Zyex strings, String adjuster on E string only, Mulko or Dresden chinrest, 4/4 size, Kyoto case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #365HFK</b>	8 EACH	495.00	3,960.00	-	-	-	-	-	-	-	-	571.00	4,568.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI V200-44-OF															
36	<b>HANS KROGER BASS</b> Carved from solid tone woods, spruce top of defined, medium grain, inlaid purfling, two piece, arched maple back, light flame, ribs slightly figured, plain scroll, finished in a spirit varnish of reddish-brown, shaded down to a golden ground, German ebony fingerboard and tailpiece, adjustable height bridge, German Rubner machine heads, D'Addario Helicore strings, 1/4 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #870HFT</b>	2 EACH	1,695.00	3,390.00	-	-	-	-	-	-	-	-	2,049.00	4,098.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI B200-1/4															
37	<b>HANS KROGER BASS</b> Carved from solid tone woods, spruce top of defined, medium grain, inlaid purfling, two piece, arched maple back, light flame, ribs slightly figured, plain scroll, finished in a spirit varnish of reddish-brown, shaded down to a golden ground, German ebony fingerboard and tailpiece, adjustable height bridge, German Rubner machine heads, D'Addario Helicore strings, 3/4 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #870HFT</b>	2 EACH	1,695.00	3,390.00	-	-	-	-	-	-	-	-	2,049.00	4,098.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI B200-1/2															
38	<b>HANS KROGER CAPRICE CELLO</b> hand-carved from European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, nicely figured, ribs and scroll similar to back, finished in a spirit varnish of red-brown on a golden ground, German ebony fingerboard and pegs, composite tailpiece, D'Addario Helicore strings, Four string adjusters, 4/4 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #655HTF</b>	4 EACH	1,795.00	7,180.00	-	-	-	-	-	-	-	-	1,825.00	7,300.00	-	-
	<b>BRAND &amp; MODEL:</b> LORETTI C200-4/4															
39	<b>YAMAHA GUITARS</b> 3/4 size classical guitar. YAMAHA #CGS103A	25 EACH	129.00	3,225.00	93.40	2,335.00	-	-	-	-	-	-	113.00	2,825.00	164.95	4,123.75
	<b>BRAND &amp; MODEL:</b> YAMAHA CGS103A															
40	<b>YAMAHA TIMPANI SET WITH GAUGES AND COVERS</b> 23", 26", 29", 32" concert series YAMAHA TP4204ACL	1 SET	7,815.00	7,815.00	6,535.00	6,535.00	5,798.00	5,798.00	4,939.00	4,939.00	4,999.00	4,999.00	8,187.00	8,187.00	-	-
	<b>BRAND &amp; MODEL:</b> YAMAHA TP4204ACL															
41	<b>PEARL CONCERT SERIES SNARE DRUMS CONCERT DRUMS</b> Concert series drums are made of a 6 ply maple shell and incorporate many high-end features such as the SR-017 strainer, Superhoop II hoops, tube lugs and Remo Renaissance heads, snare strainers consist of 7 strands of thin yellow cable and 7 strands of stainless steel cable. WOODWIND & BRASSWIND #466915 943	1 EACH	-	-	-	-	-	-	-	-	-	-	349.00	349.00	-	-
	<b>BRAND &amp; MODEL:</b> MAJESTIC MPFMAP															

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	MELHART MUSIC CENTER		NEMC		NEMC (ALT-1)		NEMC (ALT-2)		NEMC (ALT-3)		N TUNE MUSIC & SOUND		PERIPOLE-BERGERAULT	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
42	<b>PEARL CONCERT SERIES SNARE DRUMS CONCERT DRUMS</b> Concert series drums are made of a 6 ply maple shell and incorporate many high-end features such as the SR-017 strainer, Superhoop II hoops, tube lugs and Remo Renaissance heads, snare strainers consist of 7 strands of thin yellow cable and 7 strands of stainless steel cable. 14 X 6.5" Piano Black. <b>WOODWIND &amp; BRASSWIND #466915 987</b>	1	-	-	-	-	-	-	-	-	-	-	361.00	361.00	-	-
	<b>BRAND &amp; MODEL:</b>															
43	<b>PEARL COMPETITOR TRADITIONAL SNARE DRUM</b> Shells made from 100% mahogany and are 6 ply, covered in a brilliant pure white finish, these shells are rich in upper harmonics which greatly enhances presence, 12 strand synthetic gut snares that these drums utilize are both sensitive and powerful, drums feature 10 high-tension lugs, all of which are die-cast zinc, a style that helps to permit even tuning. 1.0mm steel hoops enhance the strength and durability of this already fine piece of craftsmanship. <b>WOODWIND &amp; BRASSWIND #494301 700 002</b>	5	-	890.00	-	-	-	-	-	-	-	-	201.00	1,005.00	-	-
	<b>BRAND &amp; MODEL:</b>			PEARL CMS1412C (14" X 12")												
44	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 16 x 14 <b>WOODWIND &amp; BRASSWIND #449168 913 003</b>	1	-	201.25	-	-	-	-	-	-	-	-	265.00	265.00	-	-
	<b>BRAND &amp; MODEL:</b>			PEARL CMB1614NC (16" X 14")												
45	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 18 x 14 <b>WOODWIND &amp; BRASSWIND #449168 860 674</b>	1	-	215.00	-	-	-	-	-	-	-	-	279.00	279.00	-	-
	<b>BRAND &amp; MODEL:</b>			PEARL CMB1614NC (16" X 14")												
46	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 20 x 14 <b>WOODWIND &amp; BRASSWIND #449168 860 653</b>	1	-	228.60	-	-	-	-	-	-	-	-	289.00	289.00	-	-
	<b>BRAND &amp; MODEL:</b>			PEARL CMB2014NC (20" X 14")												
47	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 22 x 14 <b>WOODWIND &amp; BRASSWIND #449168 860 675</b>	1	-	250.00	-	-	-	-	-	-	-	-	328.00	328.00	-	-
	<b>BRAND &amp; MODEL:</b>			PEARL CMB2214NC (22" X 14")												
48	<b>PEARL COMPETITOR CMT8023C 8", 10", 12", 13" QUAD TOM SET</b> Durable Sonic cut 8 ply mahogany shells deliver enhanced presence, resonance, and clarity while eliminating unwanted overtones, rounded bearing edges, die-cast zinc tension lugs and 1.0mm steel hoops, lightweight design and white finish. <b>WOODWIND &amp; BRASSWIND #449132 002</b>	3	-	306.75	-	-	-	-	-	-	-	-	400.00	1,200.00	-	-
	<b>BRAND &amp; MODEL:</b>			PEARL CMT-8023NC												
49	<b>LUDWIG LE-CT04-CC CONCERT TOMS</b> 10", 12", 13", and 14" toms, 7-ply birch and Italian poplar shells, strong chrome-plated lugs, triple flanged hoops, durable protective trim on the bottom edges, angle-adjustable tom stands with rubber feet, black finish. <b>WOODWIND &amp; BRASSWIND #446412 001</b>	1	-	709.00	-	529.00	529.00	489.00	489.00	489.00	489.00	489.00	902.00	902.00	-	-
	<b>BRAND &amp; MODEL:</b>			LUDWIG LECT04-CC BLACK		PEARL PTE1012/13/14 BLACK		MAPEX CTS1012S/1314S BLACK								

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	MELHART MUSIC CENTER		NEMC		NEMC (ALT-1)		NEMC (ALT-2)		NEMC (ALT-3)		N TUNE MUSIC & SOUND		PERIPOLE-BERGERAULT	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
50	<b>WUHAN 26" CHAU GONG WITH STAND</b> Traditionally used in Chinese culture to announce the arrival of a government official, or to warn people to clear the street, much as a police siren is used today to lead a procession, includes a mallet. <b>WOODWIND &amp; BRASSWIND #601121</b>  <b>BRAND &amp; MODEL:</b> <b>PEARL CONCERT BASE DRUM WITH STBD SUSPENDED STAND</b> 100% mahogany shells are designed to maximize shell resonance producing a richness, and resonance not found in other drums, 32 x 16. <b>WOODWIND &amp; BRASSWIND #473692 902</b>	1 EACH	-	-	-	-	-	-	-	-	-	-	474.00	474.00	-	-
51	<b>ADAMS XSKV35/XSKF35 SOLOIST SERIES ZELON XYLOPHONE</b> 3.5 octave, synthetic bars feature a warm tone and superior durability, cover and mallets included. <b>WOODWIND &amp; BRASSWIND #466954 937</b>  <b>BRAND &amp; MODEL:</b> <b>ADAMS MSFV43 SOLOIST SERIES 4.3 OCTAVE PADOUK MARIMBA</b> Full size instrument, features graduated Padouk Wood Bars, fully height adjustable frame, and includes cover and mallets. <b>WOODWIND &amp; BRASSWIND #466843</b>	1 EACH	-	423.00	423.00	1,474.00	1,474.00	1,829.00	1,829.00	-	-	-	1,167.00	1,167.00	-	-
52	<b>ADAMS XSKV35/XSKF35 SOLOIST SERIES ZELON XYLOPHONE</b> 3.5 octave, synthetic bars feature a warm tone and superior durability, cover and mallets included. <b>WOODWIND &amp; BRASSWIND #466954 937</b>  <b>BRAND &amp; MODEL:</b> <b>ADAMS SV1 3.1 OCTAVE SOLOIST VIBE VOYAGER FRAME &amp; MOTOR</b> Features the sturdy Voyager height adjustable frame with motor and silent pause control, graduated anodized bars produce pure tone and with great projection, offers easy transportability for the gigging percussionist with an expanded 3.1 octave range. <b>WOODWIND &amp; BRASSWIND #475316</b>	1 EACH	-	1,474.00	1,474.00	1,829.00	1,829.00	ADAMS XSKMF35 WINDUORANCE FIELD FRAME	1,829.00	1,829.00	-	-	1,957.00	1,957.00	3,028.00	3,028.00
53	<b>ADAMS SV1 3.1 OCTAVE SOLOIST VIBE VOYAGER FRAME &amp; MOTOR</b> Features the sturdy Voyager height adjustable frame with motor and silent pause control, graduated anodized bars produce pure tone and with great projection, offers easy transportability for the gigging percussionist with an expanded 3.1 octave range. <b>WOODWIND &amp; BRASSWIND #475316</b>	5 EACH	-	2,738.00	13,690.00	-	-	-	-	-	-	-	1,957.00	9,785.00	7,620.00	38,100.00
54	<b>ADAMS MSFV43 SOLOIST SERIES 4.3 OCTAVE PADOUK MARIMBA</b> Full size instrument, features graduated Padouk Wood Bars, fully height adjustable frame, and includes cover and mallets. <b>WOODWIND &amp; BRASSWIND #466843</b>	4 EACH	-	2,110.00	8,440.00	-	-	-	-	-	-	-	3,405.00	13,620.00	3,697.00	14,788.00
55	<b>YAMAHA YG-1210S70 INTERMEDIATE BELLS WITH X-STYLE STAND</b> Feature the professional sound of steel bars with a pure, bright tone, complete with stand. <b>WOODWIND &amp; BRASSWIND #478590</b>  <b>BRAND &amp; MODEL:</b> <b>SONOR WESTO ORFF SETS</b> Set of 15 Sonor Orff Instruments with Palisano Xylophones and Meisterklasse Metallophones to include F# and Bb bars and the appropriate mallets: 2 - Deep Base Xylophones (201726) 3 - Tenor-alto Xylophones (201738) 2 - Soprano Xylophones (201731) 1 - Deep Bass Metallophone (201028) 2 - Tenor-alto Metallophones (201037) 1 - Soprano Metallophone (201032) 2 - Tenor-alto Glockenspiels (201808) 2 - Soprano Glockenspiels (201806) 1 - Sub-Contra Bass Bar (200078) 1 - Contra Bass Bar, F (200185) 1 - Contra Bass Bar, G (200188) <b>WEST MUSIC COMPANY #202409</b>	1 EACH	-	869.00	869.00	869.00	869.00	-	-	-	-	-	2,687.00	2,687.00	1,547.00	1,547.00
56	<b>SONOR WESTO ORFF SETS</b> Set of 15 Sonor Orff Instruments with Palisano Xylophones and Meisterklasse Metallophones to include F# and Bb bars and the appropriate mallets: 2 - Deep Base Xylophones (201726) 3 - Tenor-alto Xylophones (201738) 2 - Soprano Xylophones (201731) 1 - Deep Bass Metallophone (201028) 2 - Tenor-alto Metallophones (201037) 1 - Soprano Metallophone (201032) 2 - Tenor-alto Glockenspiels (201808) 2 - Soprano Glockenspiels (201806) 1 - Sub-Contra Bass Bar (200078) 1 - Contra Bass Bar, F (200185) 1 - Contra Bass Bar, G (200188) <b>WEST MUSIC COMPANY #202409</b>	6 SET	10,995.00	65,970.00	-	-	-	-	-	-	-	-	1,162.00	6,972.00	9,329.29	55,975.74
57	<b>KAWAI UST9 STUDIO PIANO</b> 46" tall institutional ebony satin upright with bench, millennium 3 action, double wheel casters. <b>MELHART #U9T9BS</b>  <b>BRAND &amp; MODEL:</b> <b>PEARL S700L TALL SNARE DRUM STAND</b> Use on drum set or stand alone, this tall model with single braced legs and gear filler can be used on a drum set or for standing height snare drumming. <b>WOODWIND &amp; BRASSWIND #472964</b>	4 EACH	4,396.00	17,584.00	-	-	-	-	-	-	-	-	-	-	-	-
58	<b>PEARL S700L TALL SNARE DRUM STAND</b> Use on drum set or stand alone, this tall model with single braced legs and gear filler can be used on a drum set or for standing height snare drumming. <b>WOODWIND &amp; BRASSWIND #472964</b>	2 EACH	-	-	-	-	-	-	-	-	-	-	64.00	128.00	-	-

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABLATION SHEETS

ITEM #	DESCRIPTION	QTY	MELHART MUSIC CENTER		NEMC		NEMC (ALT-1)		NEMC (ALT-2)		NEMC (ALT-3)		N TUNE MUSIC & SOUND		PERIPOLE-BERGERAULT	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	BRAND & MODEL:															
59	PEARL CQC4 COMPETITOR ALUMINUM QUAL CARRIER T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, feature flip-up design. WOODWIND & BRASSWIND #640175	3 EACH	-	-	-	-	-	-	-	-	-	-	158.00	474.00	-	-
	BRAND & MODEL:															
60	PEARL CSC1 COMPETITOR ALUMINUM SNARE CARRIER T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, designed exclusively for use with Competitor Series Marching Percussion, features stabilizer unit. WOODWIND & BRASSWIND #540175	5 EACH	-	-	-	-	-	-	-	-	-	-	119.00	595.00	-	-
	BRAND & MODEL:															
61	PEARL CBC1 COMPETITOR ALUMINUM BASE DRUM CARRIER T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, designed exclusively for use with Competitor Series Marching Percussion, features stabilizer unit. WOODWIND & BRASSWIND #540169	4 EACH	-	-	-	-	-	-	-	-	-	-	103.00	412.00	-	-
	BRAND & MODEL:															
62	GIBALTAR CONCERT CYMBAL STAND Holds two hand held concert cymbals, up to 22" in diameter for easy and quick access. WOODWIND & BRASSWIND #473767	2 EACH	-	-	-	-	-	-	-	-	-	-	82.00	164.00	-	-
	BRAND & MODEL:															
63	MCADAMS TUNING INSTRUMENTS Can play an incredibly wide variety of rhythms, full octave of tuning notes is available along with the special notes in intervals perfect for use with strings. All of this is at a volume level that makes it useable with a full class. And if you want still more sound, there is an output jack for an external amplifier, 120 watts peak power. MCADAMS INSTRUMENTS #MODEL 20	2 EACH	599.00	1,198.00	-	-	-	-	-	-	-	-	541.00	1,082.00	-	-
	ALL BIDS REJECTED															
64	MCADAMS TUNING INSTRUMENTS Can play an incredibly wide variety of rhythms, full octave of tuning notes is available along with the special notes in intervals perfect for use with strings. All of this is at a volume level that makes it useable with a full class. And if you want still more sound, there is an output jack for an external amplifier, 360 watts peak power. MCADAMS INSTRUMENTS #MODEL 20XV	4 EACH	699.00	2,796.00	-	-	-	-	-	-	-	-	657.00	2,628.00	-	-
	BRAND & MODEL:															
GRAND TOTALS			\$321,551.00	\$185,607.85	\$123,166.00	\$112,931.00	\$40,135.00	\$304,036.00	\$117,562.49				\$	9,785.00		
AWARD RECOMMENDATIONS				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	PERCUSSION SOURCE		SAM ASH MUSIC		SAM ASH MUSIC (ALT-1)		SHAR PRODUCTS		VALLEY KEYBOARDS		WASHINGTON MUSIC CNTR		WEST MUSIC COMPANY	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	<b>ZILDJIAN A SUSPENDED CYMBAL</b> Allows more projection for crescendos and produce a rich orchestra sound with a full combination of high and low overtones. 16" <b>WOODWIND &amp; BRASSWIND #443172 083</b>	1 EACH	190.00	190.00	151.00	151.00	-	-	-	-	-	-	152.00	152.00	-	-
	<b>BRAND &amp; MODEL:</b>		ZILDJIAN A0417										ZILDJIAN A0417			
2	<b>ZILDJIAN A SUSPENDED CYMBAL</b> Allows more projection for crescendos and produce a rich orchestra sound with a full combination of high and low overtones. 20" <b>WOODWIND &amp; BRASSWIND #443172 089</b>	1 EACH	256.00	256.00	202.00	202.00	-	-	-	-	-	-	205.00	205.00	-	-
	<b>BRAND &amp; MODEL:</b>		ZILDJIAN A0421										ZILDJIAN A0421			
3	<b>ZILDJIAN CLASSIC ORCHESTRAL CRASH CYMBAL</b> These special cymbals have an immediate response and at the same time, the power to sustain the most brilliant of cymbal sounds. They incorporate control, feel, and playability with an overpowering brilliance. Recommended for use in all orchestral performance situations. 16" <b>WOODWIND &amp; BRASSWIND #441385 083</b>	1 EACH	379.00	379.00	254.50	254.50	-	-	-	-	-	-	305.00	305.00	-	-
	<b>BRAND &amp; MODEL:</b>		ZILDJIAN A0751										ZILDJIAN A0751			
4	<b>ZILDJIAN CLASSIC ORCHESTRAL CRASH CYMBALS</b> These special cymbals have an immediate response and at the same time, the power to sustain the most brilliant of cymbal sounds. They incorporate control, feel, and playability with an overpowering brilliance. Recommended for use in all orchestral performance situations. 18" <b>WOODWIND &amp; BRASSWIND #441385 193</b>	1 PAIR	445.00	445.00	299.50	299.50	-	-	-	-	-	-	358.00	358.00	-	-
	<b>BRAND &amp; MODEL:</b>		ZILDJIAN A0759										ZILDJIAN A0759			
5	<b>SABIAN B8 PRO MARCHING BAND CYMBALS</b> Medium weight which is ideal for smaller high schools and junior high marching bands, durable bronze alloys. <b>WOODWIND &amp; BRASSWIND #442818 193</b>	2 PAIR	184.00	368.00	83.90	167.80	-	-	-	-	-	-	168.00	336.00	-	-
	<b>BRAND &amp; MODEL:</b>		SABIAN 31822										SABIAN 31822			
6	<b>YAMAHA YAS-475 INTERMEDIATE ALTO SAXOPHONE</b> Designed based on Yamaha's high-end saxophones, silicone treated leather, pads, 62-style neck, tilting-style low Bb spatula key, left pinky keys have been redesigned for comfort and response, adjustable thumb rest, decorative side key guard, high F alternating fingering key with teardrop shape. <b>WOODWIND &amp; BRASSWIND #464126 420</b>	4 EACH	-	-	1,390.00	5,560.00	-	-	-	-	-	-	1,381.00	5,524.00	-	-
	<b>BRAND &amp; MODEL:</b>												YAMAHA YAS475			
7	<b>YAMAHA YTS-475 INTERMEDIATE TENOR SAXOPHONE</b> Featuring highly accurate intonation, warm tone, and a quick response, lightweight yet durable and comes with a classic 62-style neck for optimum sound and playability, comes with a highly protective case, and convenient shoulder strap, includes case, mouthpiece, cap and ligature. <b>WOODWIND &amp; BRASSWIND #463228</b>	4 EACH	-	-	1,594.00	6,376.00	-	-	-	-	-	-	1,587.00	6,348.00	-	-
	<b>BRAND &amp; MODEL:</b>												YAMAHA YTS475			
8	<b>YAMAHA YTR-2335 SERIES STUDENT Bb TRUMPET</b> Features a laser-fused, plasma welded bell for continuous and even, vibrations in all registers, nickel-plated valves provide quick action and a gold brass lead pipe aids proper note placement and offers resistance to corrosion. <b>WOODWIND &amp; BRASSWIND #463637 998</b>	4 EACH	-	-	388.00	1,552.00	-	-	-	-	-	-	416.00	1,664.00	-	-
	<b>BRAND &amp; MODEL:</b>												YAMAHA YTR2335			
9	<b>YAMAHA YSL-354 SERIES STUDENT TRUMPONE</b> Developed to meet the needs of the beginning player, features a 500" bore for easy tone production plus an 8 yellow brass bell built for outstanding resonance <b>WOODWIND &amp; BRASSWIND #464515 420 930</b>	0 EACH	-	-	388.00	-	-	-	-	-	-	-	416.00	-	-	-
	<b>BRAND &amp; MODEL:</b>												YAMAHA YSL 354			
10	<b>YAMAHA YSL-446G SERIES F ATTACHMENT TROMBONE</b> Key of Bb with F attachment, 525" bore, 8-1/2" gold brass bell, chrome plated nickel silver inner slide, yellow brass outer slide, semi-open wrap, slid end lock, lacquer finish <b>WOODWIND &amp; BRASSWIND #461517</b>	12 EACH	-	-	993.00	11,916.00	-	-	-	-	-	-	982.00	11,784.00	-	-
	<b>BRAND &amp; MODEL:</b>												YAMAHA YSL 446G			

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	PERCUSSION SOURCE		SAM ASH MUSIC		SAM ASH MUSIC (ALT-1)		SHAR PRODUCTS		VALLEY KEYBOARDS		WASHINGTON MUSIC CNTR		WEST MUSIC COMPANY	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
11	<b>YAMAHA YOB-241 STANDARD OBOE</b> Has all the student needs in an oboe, body is made from durable ABS resin and will not crack from moisture or temperature, new bore design offers better intonation and the simplified conservatory key system is accurate and dependable, modified conservatory system, semi-automatic octave keys, covered keys, trill keys C#-D#, F#-G#, A#-B, B-C#, right C-D, 4 cork, 15 felt pads, matte-finish ABS resin body, silver-plated nickel silver keys. <b>WOODWIND &amp; BRASSWIND #463232</b>	3 EACH	988.00	2,994.00	-	-	-	-	-	-	-	-	987.00	2,961.00	-	-
	<b>FOX RENARD MODEL 222 BASSOON</b> Features a long bore and a dark, round sound throughout the range of the instrument, linings in wing joint and small bore of boot joint, German bell (white ring), nickel silver keys with silver plating, full German system, Plateau keys on wing joint third finger hole, rollers on F, Ab, Eb, Db, A440 tuning +/- one cent. <b>WOODWIND &amp; BRASSWIND #462095</b>	2 EACH	4,499.00	8,998.00	-	-	-	-	-	-	-	-	4,480.00	8,960.00	-	-
	<b>YAMAHA YCL-221III LOW Eb BASS CLARINET</b> Matte finished ABS resin body, redesigned neck angle, leather pads with plastic resonators, redesigned register tone hole, rounded bridge key connector, new joint system. <b>WOODWIND &amp; BRASSWIND #461372</b>	4 EACH	1,464.00	5,856.00	-	-	-	-	-	-	-	-	1,456.00	5,824.00	-	-
	<b>CONN 8D ARTIST DOUBLE FRENCH HORN OUTFIT</b> Key F/Bb, 468" bore, 12" bell, fixed bell type, medium bell throat, yellow brass bell material, fixed lead pipe, yellow brass lead pipe material, kruspe wrap, string linkage, nickel outer slides, tapered rotors and bearings, case, mouthpiece Conn 2, lacquer finish. <b>WOODWIND &amp; BRASSWIND #463295</b>	8 EACH	1,921.00	15,368.00	-	-	-	-	-	-	-	-	1,914.00	15,312.00	-	-
	<b>JUPITER 596L FIBERGLASS SOUSAPHONE</b> Features a white fiberglass body with a 26" bell for great projection plus an easily removable valve and slide body for easy maintenance, comes with case, key ob BBB, 687" bore, lacquered brass valve body with nickel plated valves. <b>WOODWIND &amp; BRASSWIND #475000 905</b>	6 EACH	2,269.00	13,614.00	-	-	-	-	-	-	-	-	2,259.00	13,554.00	-	-
	<b>YAMAHA YEP-321 SERIES EUPHONIUM</b> Bb key, 571" bore, 11" bell, yellow brass bell material, upright bell position, nickel plated valves, 4 valves, top valve position, standard system, features gold brass lead pipe, yellow brass valve casing, case <b>WOODWIND &amp; BRASSWIND #463643 998</b>	8 EACH	1,234.00	9,872.00	-	-	-	-	-	-	-	-	1,224.00	9,792.00	-	-
	<b>YAMAHA YEP-201 SERIES STUDENT EDUPHONIUM</b> Bb key, 571" bore, 11" bell, yellow brass bell material, upright bell position, 3 valves, top action valve position, non-compensating system, gold brass lead pipe, plastic case. <b>WOODWIND &amp; BRASSWIND #463649 998</b>	10 EACH	995.00	9,950.00	-	-	-	-	-	-	-	-	985.00	9,850.00	-	-
	<b>YAMAHA YBB-321WC SERIES 4-VALVE 4/4BBB TUBA</b> Features a 728" bore with a 17.5" bell and gold brass lead pipe for superior, centered tone with outstanding resonance and projection, 4 top action nickel plated piston valves for smooth action. <b>WOODWIND &amp; BRASSWIND #463649 998</b>	11 EACH	3,845.00	42,295.00	-	-	-	-	-	-	-	-	3,854.00	42,394.00	-	-
	<b>YAMAHA YBB=105WC STANDARD 3/4 TUBA</b> BBb key, 661" bore, 14-3/8" bell, yellow brass bell material, upright bell position, 3 valve, top action valve position, piston valve type, nickel plated valve material, gold brass lead pipe, plastic shell case, Yamaha 67 mouthpiece, lacquer finish. <b>WOODWIND &amp; BRASSWIND #461352</b>	8 EACH	1,745.00	13,960.00	-	-	-	-	-	-	-	-	1,730.00	13,840.00	-	-

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	PERCUSSION SOURCE		SAM ASH MUSIC		SAM ASH MUSIC (ALT-1)		SHAR PRODUCTS		VALLEY KEYBOARDS		WASHINGTON MUSIC CNTR		WEST MUSIC COMPANY	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
20	<b>KLAUS MUELLER MAESTRO VIOLA</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish-brown color, ebony fingerboard, pegs, tailpiece, and end button, quality chrome steel strings, four string adjusters, Mulko or Dresden chinrest, 13-1/4 size, thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #420HT13</b>	3 EACH							334.00	1,002.00						
	<b>BRAND &amp; MODEL:</b>															
21	<b>KLAUS MUELLER MAESTRO VIOLA</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish-brown color, ebony fingerboard, pegs, tailpiece, and end button, quality chrome steel strings, four string adjusters, Mulko or Dresden chinrest, 14 size, thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #420HT14</b>	6 EACH							334.00	2,004.00						
	<b>BRAND &amp; MODEL:</b>															
22	<b>FRANZ WERNER CONCERT VIOLA</b> Carved from quality tone-woods, spruce top of medium grain, two piece back of subtle, narrow to broad flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of a light brown on a golden ground, ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Aubert Mirecourt bridge, Guarneri ebony chinrest, 15 size, Regency case, burgundy interior, black exterior, Coda bow Diamond NX bow. <b>SOUTHWEST STRINGS #S801N15W</b>	4 EACH							1,236.00	4,944.00						
	<b>BRAND &amp; MODEL:</b>															
23	<b>FRANZ WERNER CONCERT VIOLA</b> Carved from quality tone-woods, spruce top of medium grain, two piece back of subtle, narrow to broad flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of a light brown on a golden ground, ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Aubert Mirecourt bridge, Guarneri ebony chinrest, 15-1/2 size, Regency case, burgundy interior, black exterior, Coda bow Diamond NX bow. <b>SOUTHWEST STRINGS #S801N1512B</b>	2 EACH							1,236.00	2,472.00						
	<b>BRAND &amp; MODEL:</b>															
24	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 1/2 size, Kyoto case, red interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #320HKT</b>	4 EACH							312.00	1,248.00						
	<b>BRAND &amp; MODEL:</b>															
25	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 3/4 size, Kyoto case, red interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #320HKT</b>	8 EACH							312.00	2,496.00						
	<b>BRAND &amp; MODEL:</b>															
26	<b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 4/4 size, Kyoto case, red interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #320HTF</b>	8 EACH							312.00	2,496.00						
	<b>BRAND &amp; MODEL:</b>															

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	PERCUSSION SOURCE		SAM ASH MUSIC		SAM ASH MUSIC (ALT-1)		SHAR PRODUCTS		VALLEY KEYBOARDS		WASHINGTON MUSIC CNTR		WEST MUSIC COMPANY	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	<b>BRAND &amp; MODEL:</b>															
27	<b>HANS KROGER CAPRICE VIOLA</b> Hand-carved from naturally seasoned European tone-woods, spruce top, of medium to wide grade, inlaid purfling, two piece maple back, lightly flamed, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Mulko or Dresden chinrest, 13 size, Thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #455HT1314</b>	3 EACH	-	-	-	537.00	1,611.00									
	<b>BRAND &amp; MODEL:</b>															
28	<b>HANS KROGER CAPRICE VIOLA</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grade, inlaid purfling, two piece maple back, lightly flamed, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Mulko or Dresden chinrest, 14 size, Thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #455HT14</b>	3 EACH	-	-	-	537.00	1,611.00									
	<b>BRAND &amp; MODEL:</b>															
29	<b>FRANZ WERNER CONCERT CELLO</b> Carved from quality tone-woods, spruce top of medium grain, inlaid purfling, two piece maple back of subtle flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of red-brown on a golden ground, ebony fingerboard and pegs, Wither tailpiece with four built-in string adjusters, Larsen strings, Aubert Mirecourt Deluxe bridge, 4/4 size, Thermoplastic case, burgundy interior, black exterior, black bow Diamond NX. <b>SOUTHWEST STRINGS #S903N1F</b>	5 EACH	-	-	-	2,792.00	13,960.00									
	<b>BRAND &amp; MODEL:</b>															
30	<b>KLAUS MUELLER MAESTRO CELLO</b> Laminated spruce and maple, two piece back, scroll of solid maple, finished in a golden brown, Ebony fingerboard, pegs, and tailpiece, four string adjusters, quality chrome steel strings, 1/2 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #620HTH</b>	6 EACH	-	-	-	562.00	3,372.00									
	<b>BRAND &amp; MODEL:</b>															
31	<b>KLAUS MUELLER MAESTRO CELLO</b> Laminated spruce and maple, two piece back, scroll of solid maple, finished in a golden brown, Ebony fingerboard, pegs, and tailpiece, four string adjusters, quality chrome steel strings, 3/4 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #620HTT</b>	6 EACH	-	-	-	638.00	3,828.00									
	<b>BRAND &amp; MODEL:</b>															
32	<b>KLAUS MUELLER MAESTRO BASS</b> Laminated spruce and maple, finished in a golden brown, ebony fingerboard and tailpiece, nickel plated machine heads, quality chrome steel strings, quality maple bridge, 1/4 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #720HFQ</b>	3 EACH	-	-	-	1,328.00	3,984.00									
	<b>BRAND &amp; MODEL:</b>															
33	<b>KLAUS MUELLER MAESTRO BASS</b> Laminated spruce and maple, finished in a golden brown, ebony fingerboard and tailpiece, nickel plated machine heads, quality chrome steel strings, quality maple bridge, 1/2 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #720HFH</b>	2 EACH	-	-	-	1,328.00	2,656.00									
	<b>BRAND &amp; MODEL:</b>															

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	PERCUSSION SOURCE		SAM ASH MUSIC		SAM ASH MUSIC (ALT-1)		SHAR PRODUCTS		VALLEY KEYBOARDS		WASHINGTON MUSIC CNTR		WEST MUSIC COMPANY	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
34	<b>HANS KROGER CAPRICE VIOLIN</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, lightly figured, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, peg, tailpiece, and end button, D'Addario Zyex strings, String adjuster on E string only, Mulko or Dresden chinrest, 3/4 size, Thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #355HTT</b>	4 EACH	-	-	-	-	-	-	513.00	2,052.00	-	-	-	-	-	-
	<b>BRAND &amp; MODEL:</b>								CARLO LAMBERTI LV15134							
35	<b>HANS KROGER CAPRICE VIOLIN</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, lightly figured, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, peg, tailpiece, and end button, D'Addario Zyex strings, String adjuster on E string only, Mulko or Dresden chinrest, 4/4 size, Kyolo case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #355HKF</b>	8 EACH	-	-	-	-	-	-	513.00	4,104.00	-	-	-	-	-	-
	<b>BRAND &amp; MODEL:</b>								CARLO LAMBERTI LV15144							
36	<b>HANS KROGER BASS</b> Carved from solid tone woods, spruce top of defined, medium grain, inlaid purfling, two piece, arched maple back, light flame, ribs slightly figured, plain scroll, finished in a spirit varnish of reddish-brown, shaded down to a golden ground, German ebony fingerboard and tailpiece, adjustable height bridge, German Rubner machine heads, D'Addario Helicore strings, 1/4 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #870HFF</b>	2 EACH	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>BRAND &amp; MODEL:</b>															
37	<b>HANS KROGER BASS</b> Carved from solid tone woods, spruce top of defined, medium grain, inlaid purfling, two piece, arched maple back, light flame, ribs slightly figured, plain scroll, finished in a spirit varnish of reddish-brown, shaded down to a golden ground, German ebony fingerboard and tailpiece, adjustable height bridge, German Rubner machine heads, D'Addario Helicore strings, 3/4 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #870HFT</b>	2 EACH	-	-	-	-	-	-	1,541.00	3,082.00	-	-	-	-	-	-
	<b>BRAND &amp; MODEL:</b>								FRANZ HOFFMANN CONCERT SH508B34							
38	<b>HANS KROGER CAPRICE CELLO</b> Hand-carved from European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, nicely figured, ribs and scroll similar to fingerboard and pegs, composite tailpiece, D'Addario Helicore strings, Four string adjusters, 4/4 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #655HTF</b>	4 EACH	-	-	-	-	-	-	1,784.00	7,136.00	-	-	-	-	-	-
	<b>BRAND &amp; MODEL:</b>								CARLO LAMBERTI LC115SD4							
39	<b>YAMAHA GUITARS</b> 3/4 size classical guitar. <b>YAMAHA #CGS103A</b>	25 EACH	-	2,287.50	-	-	-	-	-	-	-	-	125.00	3,125.00	116.01	2,900.25
	<b>BRAND &amp; MODEL:</b>												YAMAHA CGS103A			
40	<b>YAMAHA TIMPANI SET WITH GAUGES AND COVERS</b> 23", 26", 29", 32" concert series <b>YAMAHA TP420ACL</b>	1 SET	7,644.30	7,644.30	-	-	-	-	-	-	-	-	6,552.00	6,552.00	-	-
	<b>BRAND &amp; MODEL:</b>												YAMAHA TP420ACL			
41	<b>PEARL CONCERT SERIES SNARE DRUMS CONCERT DRUMS</b> Concert series drums are made of a 6 ply maple shell and incorporate many high-end features such as the SR-017 strainer, Superhoop II hoops, tube lugs and Remo Renaissance heads, snare strainers consist of 7 strands of thin yellow cable and 7 strands of stainless steel cable <b>WOODWIND &amp; BRASSWIND #486915 943</b>	1 EACH	349.00	349.00	329.00	329.00	-	-	-	-	-	-	284.00	284.00	-	-
	<b>BRAND &amp; MODEL:</b>												PEARL CRP-1455-102			

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	PERCUSSION SOURCE		SAM ASH MUSIC		SAM ASH MUSIC (ALT-1)		SHAR PRODUCTS		VALLEY KEYBOARDS		WASHINGTON MUSIC CNTR		WEST MUSIC COMPANY	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
42	<b>PEARL CONCERT SERIES SNARE DRUMS CONCERT DRUMS</b> Concert series drums are made of a 6 ply maple shell and incorporate many high-end features such as the SR-017 strainer, Superhoop II hoops, tube lugs and Remo Renaissance heads, snare strainers consist of 7 strands of thin yellow cable and 7 strands of stainless steel cable, 14 X 6.5" Piano Black <b>WOODWIND &amp; BRASSWIND #466915 987</b>	1 EACH	361.75	361.75	339.00	339.00	-	-	-	-	-	-	293.00	293.00	-	-
	<b>BRAND &amp; MODEL:</b> PEARL CRP-7465-104													PEARL CRP1665		
43	<b>PEARL COMPETITOR TRADITIONAL SNARE DRUM</b> Shells made from 100% mahogany and are 8 ply, covered in a brilliant pure white finish, these shells are rich in upper harmonics which greatly enhances presence, 12 strand synthetic gut snares that these drums utilize are both sensitive and powerful, drums feature 10 high-tension lugs, all of which are die-cast zinc, a style that helps to permit even tuning, 1.6mm steel hoops enhance the strength and durability of this already fine piece of craftsmanship. <b>WOODWIND &amp; BRASSWIND #494301 700 002</b>	5 EACH	193.00	965.00	196.00	980.00	279.00	1,395.00	-	-	-	-	174.00	870.00	-	-
	<b>BRAND &amp; MODEL:</b> PEARL CMS 1309/C33							TRADITIONAL HIGH TENSION						PEARL CMS142C		
44	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 18 x 14. <b>WOODWIND &amp; BRASSWIND #449168 913 003</b>	1 EACH	256.75	256.75	247.00	247.00	-	-	-	-	-	-	197.00	197.00	-	-
	<b>BRAND &amp; MODEL:</b> PEARL CMB-1614NC33													PEARL CMB1614C		
45	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 18 x 14. <b>WOODWIND &amp; BRASSWIND #449168 880 874</b>	1 EACH	272.50	272.50	245.00	245.00	-	-	-	-	-	-	211.00	211.00	-	-
	<b>BRAND &amp; MODEL:</b> PEARL CMB-1814NC33													PEARL CMB181414C		
46	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 20 x 14. <b>WOODWIND &amp; BRASSWIND #449168 880 653</b>	1 EACH	298.26	298.26	276.50	276.50	-	-	-	-	-	-	224.00	224.00	-	-
	<b>BRAND &amp; MODEL:</b> PEARL CMB-2014C33													PEARL CMB2014C		
47	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 22 x 14. <b>WOODWIND &amp; BRASSWIND #449168 880 675</b>	1 EACH	328.00	328.00	307.00	307.00	-	-	-	-	-	-	245.00	245.00	-	-
	<b>BRAND &amp; MODEL:</b> PEARL CMB-2214C33													PEARL CMB2214C		
48	<b>PEARL COMPETITOR CMT8023C 8", 10", 12", 13" QUAD TOM SET</b> Durable Sonic cut 8 ply mahogany shells deliver enhanced presence, resonance, and clarity while eliminating unwanted overtones, rounded bearing edges, die-cast zinc tension lugs and 1.6mm steel hoops, lightweight design and white finish. <b>WOODWIND &amp; BRASSWIND #449132 002</b>	3 EACH	393.25	1,179.75	449.00	1,347.00	-	-	-	-	-	-	307.00	903.00	-	-
	<b>BRAND &amp; MODEL:</b> PEARL CMT-8023NC33													PEARL CMT8023C		
49	<b>LUDWIG LE-CT04-CC CONCERT TOMS</b> 10", 12", 13" and 14" toms 7-ply birch and Italian poplar shells, strong chrome-plated lugs, triple flanged hoops, durable protective trim on the bottom edges, angle-adjustable tom stands with rubber feet, black finish. <b>WOODWIND &amp; BRASSWIND #446412 001</b>	1 EACH	994.35	994.35	766.00	766.00	-	-	-	-	-	-	712.00	712.00	-	-
	<b>BRAND &amp; MODEL:</b> LUDWIG LECT04CC													LUDWIG LECT04CCS		

BID 11-61, FINE ARTS INSTRUMENTS FOR NEW ELEMENTARY MIDDLE SCHOOL

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	PERCUSSION SOURCE		SAM ASH MUSIC		SAM ASH MUSIC (ALT-1)		SHAR PRODUCTS		VALLEY KEYBOARDS		WASHINGTON MUSIC CNTR		WEST MUSIC COMPANY	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
50	<b>WUHAN 26" CHAU GONG WITH STAND</b> Traditionally used in Chinese culture to announce the arrival of a government official, or to warn people to clear the street, much as a police siren is used today to lead a procession, includes a mallet. <b>WOODWIND &amp; BRASSWIND #501121</b>	1 EACH	-	-	249.00	249.00	-	-	-	-	-	-	269.00	269.00	-	-
	<b>BRAND &amp; MODEL:</b>												WUHAN WU00726 & WU0322			
51	<b>PEARL CONCERT BASE DRUM WITH STBD SUSPENDED STAND</b> 100% mahogany shells are designed to maximize shell resonance producing a richness, and resonance not found in other drums, 32 x 16. <b>WOODWIND &amp; BRASSWIND #473692 902</b>	1 EACH	1,287.00	1,287.00	1,099.00	1,099.00	-	-	-	-	-	-	967.00	967.00	-	-
	<b>BRAND &amp; MODEL:</b>		PEARL PBE-3216 & STBD-32										PEARL PBE3216 & STBD32			
52	<b>ADAMS XSKV35/XSKF35 SOLOIST SERIES ZELON XYLOPHONE</b> 3.5 octave, synthetic bars feature a warm tone and superior durability, cover and mallets included. <b>WOODWIND &amp; BRASSWIND #466954 937</b>	1 EACH	1,808.00	1,808.00	2,055.00	2,055.00	-	-	-	-	-	-	1,525.00	1,525.00	-	-
	<b>BRAND &amp; MODEL:</b>		ADAMS XSKV-35										ADAMS XSKV35			
53	<b>ADAMS SV1 3.1 OCTAVE SOLOIST VIBE VOYAGER FRAME &amp; MOTOR</b> Features the sturdy Voyager height adjustable frame with motor and silent pause control, graduated anodized bars produce pure tone and with great projection, offers easy transportability for the gigging percussionist with an expanded 3.1 octave range. <b>WOODWIND &amp; BRASSWIND #475316</b>	5 EACH	3,294.65	16,473.25	2,980.00	14,900.00	-	-	-	-	-	-	2,834.00	14,170.00	-	-
	<b>BRAND &amp; MODEL:</b>		ADAMS SV-1										ADAMS SV1			
54	<b>ADAMS MSPV43 SOLOIST SERIES 4.3 OCTAVE PADOUK MARIMBA</b> Full size instrument features graduated Padouk Wood Bars, fully height adjustable frame, and includes cover and mallets. <b>WOODWIND &amp; BRASSWIND #466943</b>	4 EACH	2,551.70	10,206.80	2,350.00	9,400.00	-	-	-	-	-	-	2,186.00	8,744.00	-	-
	<b>BRAND &amp; MODEL:</b>		ADAMS MSPV-43										ADAMS MSPV43			
55	<b>YAMAHA YG-1210ST0 INTERMEDIATE BELLS WITH X-STYLE STAND</b> Feature the professional sound of steel bars with a pure, bright tone, complete with stand. <b>WOODWIND &amp; BRASSWIND #478590</b>	1 EACH	981.50	981.50	972.00	972.00	-	-	-	-	-	-	870.00	870.00	-	-
	<b>BRAND &amp; MODEL:</b>		YAMAHA YG1210ST0										YAMAHA YG1210ST0			
56	<b>SONOR WESTO ORFF SETS</b> Set of 15 Sonor Orff Instruments with Pellicoro Xylophones and Meisterklasse Metallophones to include F# and Bb bars and the appropriate mallets: 2 - Deep Base Xylophones (201726) 3 - Tenor-alto Xylophones (201738) 2 - Soprano Xylophones (201731) 1 - Deep Bass Metallophone (201028) 2 - Tenor-alto Metallophones (201037) 1 - Soprano Metallophone (201032) 2 - Tenor-alto Glockenspiels (201806) 2 - Soprano Glockenspiels (201806) 1 - Sub-Contrabass Bar (200078) 1 - Contra Bass Bar, F (200185) 1 - Contra Bass Bar, G (200188) <b>WEST MUSIC COMPANY #202409</b>	6 SET	-	-	-	-	-	-	-	-	-	-	9,497.00	56,982.00	10,046.40	60,278.40
	<b>BRAND &amp; MODEL:</b>												SONOR 18 PIECE ORFF SET			
57	<b>KAWAI UST9 STUDIO PIANO</b> 46" tall institutional ebony satin upright with bench, millenium 3 action, double wheel casters. <b>MELHART #UST9BS</b>	4 EACH	-	-	-	-	-	-	-	-	4,000.00	16,000.00	-	-	-	-
	<b>BRAND &amp; MODEL:</b>										YAMAHA P-22					
58	<b>PEARL S700L TALL SNARE DRUM STAND</b> Use on drum set or stand alone, this tall model with single braced legs and gear litter can be used on a drum set or for standing height snare drumming. <b>WOODWIND &amp; BRASSWIND #472984</b>	2 EACH	51.00	102.00	-	-	-	-	-	-	-	-	36.00	72.00	-	-



TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	WOODWIND & BRASSWIND	
			UNIT PRICE	EXTENDED PRICE
1	<b>ZILDJIAN A SUSPENDED CYMBAL</b> Allows more projection for crescendos and produce a rich orchestra sound with a full combination of high and low overtones. 16" <b>WOODWIND &amp; BRASSWIND #443172 083</b>	1 EACH	160.00	160.00
	<b>BRAND &amp; MODEL:</b>			
2	<b>ZILDJIAN A SUSPENDED CYMBAL</b> Allows more projection for crescendos and produce a rich orchestra sound with a full combination of high and low overtones. 20" <b>WOODWIND &amp; BRASSWIND #443172 089</b>	1 EACH	210.00	210.00
	<b>BRAND &amp; MODEL:</b>			
3	<b>ZILDJIAN CLASSIC ORCHESTRAL CRASH CYMBAL</b> These special cymbals have an immediate response and at the same time, the power to sustain the most brilliant of cymbal sounds. They incorporate control, feel, and playability with an overpowering brilliance. Recommended for use in all orchestral performance situations. 16" <b>WOODWIND &amp; BRASSWIND #441385 083</b>	1 EACH	310.00	310.00
	<b>BRAND &amp; MODEL:</b>			
4	<b>ZILDJIAN CLASSIC ORCHESTRAL CRASH CYMBALS</b> These special cymbals have an immediate response and at the same time, the power to sustain the most brilliant of cymbal sounds. They incorporate control, feel, and playability with an overpowering brilliance. Recommended for use in all orchestral performance situations. 18" <b>WOODWIND &amp; BRASSWIND #441385 193</b>	1 PAIR	365.00	365.00
	<b>BRAND &amp; MODEL:</b>			
5	<b>SABIAN B8 PRO MARCHING BAND CYMBALS</b> Medium weight which is ideal for smaller high schools and junior high marching bands, durable bronze alloys. <b>WOODWIND &amp; BRASSWIND #442818 193</b>	2 PAIR	130.00	260.00
	<b>BRAND &amp; MODEL:</b>			
6	<b>YAMAHA YAS-475 INTERMEDIATE ALTO SAXOPHONE</b> Designed based on Yamaha's high-end saxophones, silicone treated leather, pads, 62-style neck, tilting-style low Bb spatula key, left pinky keys have been redesigned for comfort and response, adjustable thumb rest, decorate side key guard, high F alternating fingering key with teardrop shape. <b>WOODWIND &amp; BRASSWIND #464126 420</b>	4 EACH	1,485.00	5,940.00
	<b>BRAND &amp; MODEL:</b>			
7	<b>YAMAHA YTS-475 INTERMEDIATE TENOR SAXOPHONE</b> Featuring highly accurate intonation, warm tone, and a quick response, lightweight yet durable and comes with a classic 62-style neck for optimum sound and playability, comes with a highly protective case, and convenient shoulder strap. includes case, mouthpiece, cap and ligature. <b>WOODWIND &amp; BRASSWIND #463228</b>	4 EACH	1,710.00	6,840.00
	<b>BRAND &amp; MODEL:</b>			
8	<b>YAMAHA YTR-2335 SERIES STUDENT Bb TRUMPET</b> Features a laser-fused, plasma welded bell for continuous and even vibrations in all registers, nickel-plated valves provide quick action and a gold brass lead pipe aids proper note placement and offers resistance to corrosion. <b>WOODWIND &amp; BRASSWIND #483637 998</b>	4 EACH	460.00	1,840.00
	<b>BRAND &amp; MODEL:</b>			
9	<b>YAMAHA YSL-354 SERIES STUDENT TRUMBONE</b> Developed to meet the needs of the beginning player, features a 500" bore for easy tone production plus an 8 yellow brass bell built for outstanding resonance. <b>WOODWIND &amp; BRASSWIND #464515 420 930</b>	0 EACH	460.00	-
	<b>ALL BIDS REJECTED</b>			
10	<b>YAMAHA YSL-446G SERIES F ATTACHMENT TROMBONE</b> Key of Bb with F attachment, 525" bore, 8-1/2" gold brass bell, chrome plated nickel silver inner slide, yellow brass outer slide, semi-open wrap, slid end lock, lacquer finish. <b>WOODWIND &amp; BRASSWIND #461517</b>	12 EACH	1,055.00	12,660.00
	<b>BRAND &amp; MODEL:</b>			

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	WOODWIND & BRASSWIND
11	<p><b>YAMAHA YOB-241 STANDARD OBOE</b> Has all the student needs in an oboe, body is made from durable ABS resin and will not crack from moisture or temperature, new bore design offers better intonation and the simplified conservatory key system is accurate and dependable, modified conservatory system, semi-automatic octave keys, covered keys, trill keys C#-D#, F#-G#, A#-B, B-C#, right C-D, 4 cork, 15 felt pads, matte-finish ABS resin body, silver-plated nickel silver keys.</p> <p><b>WOODWIND &amp; BRASSWIND #463232</b></p> <p><b>BRAND &amp; MODEL:</b></p>	3 EACH	1,070.00	3,210.00	
12	<p><b>FOX RENARD MODEL 222 BASSOON</b> Features a long bore and a dark, round sound throughout the range of the instrument, linings in wing joint and small bore of boot joint, German bell (white ring), nickel silver keys with silver plating, full German system, Plateau keys on wing joint third finger hole, rollers on F, Ab, Eb, A440 tuning +/- one cent.</p> <p><b>WOODWIND &amp; BRASSWIND #462095</b></p> <p><b>BRAND &amp; MODEL:</b></p>	2 EACH	4,720.00	9,440.00	
13	<p><b>YAMAHA YCL-221II LOW Eb BASS CLARINET</b> Matte finished ABS resin body, redesigned neck angle, leather pads with plastic resonators, redesigned register tone hole, rounded bridge key connector, new joint system.</p> <p><b>WOODWIND &amp; BRASSWIND #461372</b></p> <p><b>BRAND &amp; MODEL:</b></p>	4 EACH	1,570.00	6,280.00	
14	<p><b>CONN 6D ARTIST DOUBLE FRENCH HORN OUTFIT</b> Key F/Bb, 468" bore, 12" bell, fixed bell type, medium bell throat, yellow brass bell material, fixed lead pipe, yellow brass lead pipe material, kruspe wrap, string linkage, nickel outer slides, tapered rotors and bearings, case, mouthpiece Conn 2, lacquer finish</p> <p><b>WOODWIND &amp; BRASSWIND #463295</b></p> <p><b>BRAND &amp; MODEL:</b></p>	8 EACH	2,175.00	17,400.00	
15	<p><b>JUPITER 598L FIBERGLASS SOUSAPHONE</b> Features a white fiberglass body with a 26" bell for great projection plus an easily removable valve and slide body for easy maintenance, comes with case, key db Bbb, 667" bore, lacquered brass valve body with nickel plated valves.</p> <p><b>WOODWIND &amp; BRASSWIND #475000 905</b></p> <p><b>BRAND &amp; MODEL:</b></p>	6 EACH	2,155.00	12,930.00	
16	<p><b>YAMAHA YEP-321 SERIES EUPHONIUM</b> Bb key, 571" bore, 11" bell, yellow brass bell material, upright bell position, nickel plated valves, 4 valves, top valve position, standard system, features gold brass lead pipe, yellow brass valve casing, case.</p> <p><b>WOODWIND &amp; BRASSWIND #483643 998</b></p> <p><b>BRAND &amp; MODEL:</b></p>	8 EACH	1,310.00	10,480.00	
17	<p><b>YAMAHA YEP-201 SERIES STUDENT EDUPHONIUM</b> Bb key, 571" bore, 11" bell, yellow brass bell material, upright bell position, 3 valves, top action valve position, non-compensating system, gold brass lead pipe, plastic case.</p> <p><b>WOODWIND &amp; BRASSWIND #483589 998</b></p> <p><b>BRAND &amp; MODEL:</b></p>	10 EACH	1,060.00	10,600.00	
18	<p><b>YAMAHA YBB-321TWC SERIES 4-VALVE 4/4Bbb TUBA</b> Features a 728" bore with a 17.5" bell and gold brass lead pipe for superior, centered tone with outstanding resonance and projection, 4 top action nickel plated piston valves for smooth action.</p> <p><b>WOODWIND &amp; BRASSWIND #483649 998</b></p> <p><b>BRAND &amp; MODEL:</b></p>	11 EACH	4,170.00	45,870.00	
19	<p><b>YAMAHA YBB=105WC STANDARD 3/4 TUBA</b> Bbb key, 661" bore, 14-3/8" bell, yellow brass bell material, upright bell position, 3 valve, top action valve position, piston valve type, nickel plated valve material, gold brass lead pipe, plastic shell case, Yamaha 67 mouthpiece, lacquer finish.</p> <p><b>WOODWIND &amp; BRASSWIND #481352</b></p> <p><b>BRAND &amp; MODEL:</b></p>	8 EACH	1,895.00	15,160.00	

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	WOODWIND & BRASSWIND	
			UNIT PRICE	EXTENDED PRICE
20	<p><b>KLAUS MUELLER MAESTRO VIOLA</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish-brown color, ebony fingerboard, pegs, tailpiece, and end button, quality chrome steel strings, four string adjusters, Mulko or Dresden chinrest, 13-1/4 size, thermoplastic case, black interior, fiber/glass bow.</p> <p><b>SOUTHWEST STRINGS #420HT13</b></p> <p><b>BRAND &amp; MODEL:</b></p>	3 EACH	-	-
21	<p><b>KLAUS MUELLER MAESTRO VIOLA</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish-brown color, ebony fingerboard, pegs, tailpiece, and end button, quality chrome steel strings, four string adjusters, Mulko or Dresden chinrest, 14 size, thermoplastic case, black interior, black exterior, fiber/glass bow.</p> <p><b>SOUTHWEST STRINGS #420HT14</b></p> <p><b>BRAND &amp; MODEL:</b></p>	6 EACH	-	-
22	<p><b>FRANZ WERNER CONCERT VIOLA</b> Carved from quality tone-woods, spruce top of medium grain, two piece back of subtle, narrow to broad flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of a light brown on a golden ground, ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Aubert Mirecourt bridge, Guarneri ebony chinrest, 15 size, Regency case, burgundy interior, black exterior, Coda bow Diamond NX bow.</p> <p><b>SOUTHWEST STRINGS #S801N18W</b></p> <p><b>BRAND &amp; MODEL:</b></p>	4 EACH	-	-
23	<p><b>FRANZ WERNER CONCERT VIOLA</b> Carved from quality tone-woods, spruce top of medium grain, two piece back of subtle, narrow to broad flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of a light brown on a golden ground, ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Aubert Mirecourt bridge, Guarneri ebony chinrest, 15-1/2 size, Regency case, burgundy interior, black exterior, Coda bow Diamond NX bow.</p> <p><b>SOUTHWEST STRINGS #S801N1612B</b></p> <p><b>BRAND &amp; MODEL:</b></p>	2 EACH	-	-
24	<p><b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 1/2 size, Kyoto case, red interior, black exterior, fiber/glass bow.</p> <p><b>SOUTHWEST STRINGS #320HKT</b></p> <p><b>BRAND &amp; MODEL:</b></p>	4 EACH	-	-
25	<p><b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 3/4 size, Kyoto case, red interior, black exterior, fiber/glass bow.</p> <p><b>SOUTHWEST STRINGS #320HKT</b></p> <p><b>BRAND &amp; MODEL:</b></p>	8 EACH	-	-
26	<p><b>KLAUS MUELLER MAESTRO VIOLIN</b> Carved from aged tone-woods, spruce top with medium-wide grain, inlaid purfling, two piece maple back, maple ribs and scroll, finished in a reddish brown color, ebony fingerboard, pegs, tailpiece, and end button, D-Addario Prelude strings, four string adjusters, Mulko or Dresden chinrest, 4/4 size, Kyoto case, red interior, black exterior, fiber/glass bow.</p> <p><b>SOUTHWEST STRINGS #320HTF</b></p> <p><b>BRAND &amp; MODEL:</b></p>	8 EACH	-	-

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	WOODWIND & BRASSWIND	
			UNIT PRICE	EXTENDED PRICE
	<b>BRAND &amp; MODEL:</b>			
27	<b>HANS KROGER CAPRICE VIOLA</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grade, inlaid purfling, two piece maple back, lightly flamed, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Mulko or Dresden chinrest, 13 size, Thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #455HT1314</b>	3 EACH		
	<b>BRAND &amp; MODEL:</b>			
28	<b>HANS KROGER CAPRICE VIOLA</b> Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grade, inlaid purfling, two piece maple back, lightly flamed, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, pegs, tailpiece, and end button, D'Addario Zyex strings, string adjuster on a string only, Mulko or Dresden chinrest, 14 size, Thermoplastic case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #455HT14</b>	3 EACH		
	<b>BRAND &amp; MODEL:</b>			
29	<b>FRANZ WERNER CONCERT CELLO</b> Carved from quality tone-woods, spruce top of medium grain, inlaid purfling, two piece maple back of subtle flame, ribs and scroll similar to back, slightly antiqued and finished in a spirit varnish of red-brown on a golden ground, ebony fingerboard and pegs, Wittner tailpiece with four built-in string adjusters, Larsen strings, Aubert Mirecourt Deluxe bridge, 4/4 size, Thermoplastic case, burgundy interior, black exterior Coda bow Diamond NX. <b>SOUTHWEST STRINGS #S803N1F</b>	5 EACH		
	<b>BRAND &amp; MODEL:</b>			
30	<b>KLAUS MUELLER MAESTRO CELLO</b> Laminated spruce and maple, two piece back, scroll of solid maple, finished in a golden brown, Ebony fingerboard, pegs, and tailpiece, four string adjusters, quality chrome steel strings, 1/2 size, Thermoplastic case, burgundy interior, black exterior, Fiberglass bow. <b>SOUTHWEST STRINGS #620HTH</b>	6 EACH		
	<b>BRAND &amp; MODEL:</b>			
31	<b>KLAUS MUELLER MAESTRO CELLO</b> Laminated spruce and maple, two piece back, scroll of solid maple, finished in a golden brown, Ebony fingerboard, pegs, and tailpiece, four string adjusters, quality chrome steel strings, 3/4 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #620HTT</b>	6 EACH		
	<b>BRAND &amp; MODEL:</b>			
32	<b>KLAUS MUELLER MAESTRO BASS</b> Laminated spruce and maple, finished in a golden brown, ebonyized fingerboard and tailpiece, nickel plated machine heads, quality chrome steel strings, quality maple bridge, 1/4 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #720HFQ</b>	3 EACH		
	<b>BRAND &amp; MODEL:</b>			
33	<b>KLAUS MUELLER MAESTRO BASS</b> Laminated spruce and maple, finished in a golden brown, ebonyized fingerboard and tailpiece, nickel plated machine heads, quality chrome steel strings, quality maple bridge, 1/2 size, Oxford case, black interior, black exterior, fiberglass bow. <b>SOUTHWEST STRINGS #720HFH</b>	2 EACH		
	<b>BRAND &amp; MODEL:</b>			

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	WOODWIND & BRASSWIND
34	<p><b>HANS KROGER CAPRICE VIOLIN</b>                      Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, lightly figured, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, peg, tailpiece, and end button, D'Addario Zyex strings, String adjuster on E string only, Mulko or Dresden chinrest, 3/4 size, Thermoplastic case, black interior, black exterior, fiberglass bow.  <b>SOUTHWEST STRINGS #356HTT</b></p> <p>BRAND &amp; MODEL:</p>	4 EACH	-	-	
35	<p><b>HANS KROGER CAPRICE VIOLIN</b>                      Hand-carved from naturally seasoned European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, lightly figured, ribs and scroll similar to back, finished in a spirit varnish of amber on a golden ground, German ebony fingerboard, peg, tailpiece, and end button, D'Addario Zyex strings, String adjuster on E string only, Mulko or Dresden chinrest, 4/4 size, Kyoto case, burgundy interior, black exterior, fiberglass bow.  <b>SOUTHWEST STRINGS #356HKF</b></p> <p>BRAND &amp; MODEL:</p>	8 EACH	-	-	
36	<p><b>HANS KROGER BASS</b>                      Carved from solid tone woods, spruce top of defined, medium grain, inlaid purfling, two piece, arched maple back, light flame, ribs slightly figured, plain scroll, finished in a spirit varnish of reddish-brown, shaded down to a golden ground, German ebony fingerboard and tailpiece, adjustable height bridge, German Rubner machine heads, D'Addario Helicore strings, 1/4 size, Oxford case, black interior, black exterior, fiberglass bow.  <b>SOUTHWEST STRINGS #870HFH</b></p> <p>BRAND &amp; MODEL:</p>	2 EACH	-	-	
37	<p><b>HANS KROGER BASS</b>                      Carved from solid tone woods, spruce top of defined, medium grain, inlaid purfling, two piece, arched maple back, light flame, ribs slightly figured, plain scroll, finished in a spirit varnish of reddish-brown, shaded down to a golden ground, German ebony fingerboard and tailpiece, adjustable height bridge, German Rubner machine heads, D'Addario Helicore strings, 3/4 size, Oxford case, black interior, black exterior, fiberglass bow.  <b>SOUTHWEST STRINGS #870HFT</b></p> <p>BRAND &amp; MODEL:</p>	2 EACH	-	-	
38	<p><b>HANS KROGER CAPRICE CELLO</b>                      Hand-carved from European tone-woods, spruce top of medium to wide grain, inlaid purfling, two piece maple back, nicely figured, ribs and scroll similar to back, finished in a spirit varnish of red-brown on a golden ground, German ebony fingerboard and pegs, composite tailpiece, D'Addario Helicore strings, Four string adjusters, 4/4 size, Thermoplastic case, burgundy interior, black exterior, fiberglass bow.  <b>SOUTHWEST STRINGS #655HTF</b></p> <p>BRAND &amp; MODEL:</p>	4 EACH	-	-	
39	<p><b>YAMAHA GUITAIRS</b>                      3/4 size classical guitar.  <b>YAMAHA #CGS103A</b></p> <p>BRAND &amp; MODEL:</p>	25 EACH	95.00	2,375.00	
40	<p><b>YAMAHA TIMPANI SET WITH GAUGES AND COVERS</b>                      23", 26", 29", 32" concert series  <b>YAMAHA TP4204ACL</b></p> <p>BRAND &amp; MODEL:</p>	1 SET	8,065.00	8,065.00	
41	<p><b>PEARL CONCERT SERIES SNARE DRUMS CONCERT DRUMS</b>                      Concert series drums are made of a 6 ply maple shell and incorporate many high-end features such as the SR-077 strainer, Superhoop II hoops, tube lugs and Remo Renaissance heads, snare strainers consist of 7 strands of thin yellow cable and 7 strands of stainless steel cable.  <b>WOODWIND &amp; BRASSWIND #466915 943</b></p> <p>BRAND &amp; MODEL:</p>	1 EACH	355.00	355.00	

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	WOODWIND & BRASSWIND	
			UNIT PRICE	EXTENDED PRICE
42	<b>PEARL CONCERT SERIES SNARE DRUMS CONCERT DRUMS</b> Concert series drums are made of a 6 ply maple shell and incorporate many high-end features such as the SR-017 strainer, Superhoop II hoops, lube lugs and Remo Renaissance heads, snare strainers consist of 7 strands of thin yellow cable and 7 strands of stainless steel cable, 14 X 6.5" Piano Black. <b>WOODWIND &amp; BRASSWIND #486815 987</b>	1 EACH	365.00	365.00
	<b>PEARL COMPETITOR TRADITIONAL SNARE DRUM</b> Shells made from 100% mahogany and are 8 ply, covered in a brilliant pure white finish, these shells are rich in upper harmonics which greatly enhances presence, 12 strand synthetic gut snares that these drums utilize are both sensitive and powerful, drums feature 10 high-tension lugs, all of which are die-cast zinc, a style that helps to permit even tuning, 1.6mm steel hoops enhance the strength and durability of this already fine piece of craftsmanship. <b>WOODWIND &amp; BRASSWIND #494301 700 002</b>	5 EACH	170.00	850.00
44	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 16 x 14 <b>WOODWIND &amp; BRASSWIND #449168 913 003</b>	1 EACH	230.00	230.00
45	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 18 x 14 <b>WOODWIND &amp; BRASSWIND #449168 880 674</b>	1 EACH	245.00	245.00
46	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 20 x 14 <b>WOODWIND &amp; BRASSWIND #449168 880 653</b>	1 EACH	255.00	255.00
47	<b>PEARL COMPETITOR BASS DRUM</b> 8-ply mahogany shell, angle-cut bearing edges for enhance resonance and sustain, 1-1/2" wide 6 ply 100% maple hoops, matte black, oversized triple-reinforced claws for even tensioning, die-cast zinc tension lugs, 6 acoustically located air vents, lightweight and suitable for all age groups, pure white covering, 22 x 14 <b>WOODWIND &amp; BRASSWIND #449168 880 675</b>	1 EACH	285.00	285.00
48	<b>PEARL COMPETITOR CMT8023/C 8", 10", 12", 13" QUAD TOM SET</b> Durable Sonic cut 8 ply mahogany shells deliver enhanced presence, resonance, and clarity while eliminating unwanted overtones, rounded bearing edges, die-cast zinc tension lugs and 1.6mm steel hoops, lightweight design and white finish. <b>WOODWIND &amp; BRASSWIND #449132 002</b>	3 EACH	345.00	1,035.00
49	<b>LUDWIG LE-CT04-CC CONCERT TOMS</b> 10", 12", 13", and 14" toms, 7-ply birch and Italian poplar shells, strong chrome-plated lugs, triple flanged hoops, durable protective trim on the bottom edges, angle-adjustable tom stands with rubber feet, black finish. <b>WOODWIND &amp; BRASSWIND #446412 001</b>	1 EACH	810.00	810.00

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	WOODWIND & BRASSWIND	
			UNIT PRICE	EXTENDED PRICE
50	<b>WUHAN 26" CHAU GONG WITH STAND</b> Traditionally used in Chinese culture to announce the arrival of a government official, or to warn people to clear the street, mosh as a police sired is used today to lead a procession, includes a mallet. <b>WOODWIND &amp; BRASSWIND #501121</b> <b>BRAND &amp; MODEL:</b>	1 EACH	320.00	320.00
51	<b>PEARL CONCERT BASE DRUM WITH STBD SUSPENDED STAND</b> 100% mahogany shells are designed to maximize shell resonance producing a richness, and resonance not found in other drums, 32 x 16. <b>WOODWIND &amp; BRASSWIND #473692 902</b> <b>BRAND &amp; MODEL:</b>	1 EACH	1,110.00	1,110.00
52	<b>ADAMS XSKV35XSKF35 SOLOIST SERIES ZELON XYLOPHONE</b> 3.5 octave, synthetic bars feature a warm tone and superior durability, cover and mallets included. <b>WOODWIND &amp; BRASSWING #466954 937</b> <b>BRAND &amp; MODEL:</b>	1 EACH	1,740.00	1,740.00
53	<b>ADAMS SV1 3.1 OCTAVE SOLOIST VIBE VOYAGER FRAME &amp; MOTOR</b> Features the sturdy Voyager height adjustable frame with motor and silent pause control, graduated anodized bars produce pure tone and with great projection, offers easy transportability for the gigging percussionist with an expanded 3.1 octave range. <b>WOODWIND &amp; BRASSWIND #475316</b> <b>BRAND &amp; MODEL:</b>	5 EACH	3,155.00	15,775.00
54	<b>ADAMS MSPV43 SOLOIST SERIES 4.3 OCTAVE PADOUK MARIMBA</b> Full size instrument features graduated Padouk Wood Bars, fully height adjustable frame, and includes cover and mallets. <b>WOODWIND &amp; BRASSWIND #466943</b> <b>BRAND &amp; MODEL:</b>	4 EACH	2,340.00	9,360.00
55	<b>YAMAHA YG-1210S70 INTERMEDIATE BELLS WITH X-STYLE STAND</b> Feature the professional sound of steel bars with a pure, bright tone, complete with stand. <b>WOODWIND &amp; BRASSWIND #478590</b> <b>BRAND &amp; MODEL:</b>	1 EACH	1,075.00	1,075.00
56	<b>SONOR WESTO ORFF SETS</b> Set of 15 Sonor Orff Instruments with Palisano Xylophones and Meisterklasse Metallophones to include F# and Bb bars and the appropriate mallets. 2 - Deep Base Xylophones (201726) 3 - Tenor-alto Xylophones (201738) 2 - Soprano Xylophones (201731) 1 - Deep Bass Metallophone (201028) 2 - Tenor-alto Metallophones (201037) 1 - Soprano Metallophone (201032) 2 - Tenor-alto Glockenspiels (201808) 2 - Soprano Glockenspiels (201806) 1 - Sub-Contria Bass Bar (200078) 1 - Contra Bass Bar, F (200185) 1 - Contra Bass Bar, G (200188) <b>WEST MUSIC COMPANY #202409</b> <b>BRAND &amp; MODEL:</b>	6 SET		
57	<b>KAWAI UST9 STUDIO PIANO</b> 46" tall institutional ebony satin upright with bench, millennium 3 action, double wheel casters. <b>MELHART #UST9BS</b> <b>BRAND &amp; MODEL:</b>	4 EACH		
58	<b>PEARL S700L TALL SNARE DRUM STAND</b> Use on drum set or stand alone, this tall model with single braced legs and gear tiller can be used on a drum set or for standing height snare drumming. <b>WOODWIND &amp; BRASSWIND #47264</b> <b>BRAND &amp; MODEL:</b>	2 EACH	50.00	100.00

TABULATION SHEETS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
	WOODWIND & BRASSWIND			
	BRAND & MODEL:			
59	<b>PEARL CQC4 COMPETITOR ALUMINUM QUAL CARRIER</b> T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, feature flip-up design. WOODWIND & BRASSWIND #540175	3 EACH	-	-
	BRAND & MODEL:			
60	<b>PEARL CSC1 COMPETITOR ALUMINUM SNARE CARRIER</b> T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, designed exclusively for use with Competitor Series Marching Percussion, features stabilizer unit. WOODWIND & BRASSWIND #540176	5 EACH	-	-
	BRAND & MODEL:			
61	<b>PEARL CBC1 COMPETITOR ALUMINUM BASE DRUM CARRIER</b> T-5 aircraft aluminum construction, fully padded collar bars and belly plates, fully height adjustable, designed exclusively for use with Competitor Series Marching Percussion, features stabilizer unit. WOODWIND & BRASSWIND #540189	4 EACH	-	-
	BRAND & MODEL:			
62	<b>GIBALTAR CONCERT CYMBAL STAND</b> Holds two hand held concert cymbals, up to 22" in diameter for easy and quick access. WOODWIND & BRASSWIND #473767	2 EACH	55.00	110.00
	BRAND & MODEL:			
63	<b>MCADAMS TUNING INSTRUMENTS</b> Can play an incredibly wide variety of rhythms, full octave of tuning notes is available along with the special notes in intervals perfect for use with strings. All of this is at a volume level that makes it useable with a full class. And if you want still more sound, there is an output jack for an external amplifier, 120 watts peak power. MCADAMS INSTRUMENTS #MODEL 20	2 EACH	-	-
	ALL BIDS REJECTED			
64	<b>MCADAMS TUNING INSTRUMENTS</b> Can play an incredibly wide variety of rhythms, full octave of tuning notes is available along with the special notes in intervals perfect for use with strings. All of this is at a volume level that makes it useable with a full class. And if you want still more sound, there is an output jack for an external amplifier, 360 watts peak power. MCADAMS INSTRUMENTS #MODEL 20XV	4 EACH	-	-
	BRAND & MODEL:			
<b>GRAND TOTALS</b>			\$204,415.00	
<b>AWARD RECOMMENDATIONS \$</b>				<b>13,890.00</b>

11-61, INSTRUMENTS FOR NEW MIDDLE SCHOOL

---

6141 AMERICAN MUSICAL SUPPLY 8 THORNTON RD OAKLAND, NJ 07436	7485 ANTONIO STRAD VIOLIN 10288 SAN PEDRO SAN ANTONIO, TX 78216	743003301
3866 BAND SHOPPE P.O. BOX 428 8900 HIGHWAY 65 CYNTHIANA, IN 47612-0428	614 BERGERAULT USA P.O. BOX 12909 SALEM, OR 97309-0909	93-1084017
3191 CALDWELL MUSIC COMPANY INC 3205 W. CUTHBERT AVE. **ATTEMPTED NOT KNOWN*SEE NOTE MIDLAND, TX 79701	605 CHERIJONS MUSIC STORE 317 S. "H" STREET HARLINGEN, TX 78550-6004	742560511
607 CORNET MUSIC 29 EAST MAIN STREET SMITHTOWN, NY 11787	9630 DAVES MUSIC CENTER 802 E. EXPWY 83 SUITE #F PHARR, TX 78577	
1159 DRUMS ON SALE/CBS ENTERPRISES 11373 ROBINWOOD DRIVE HAGERSTOWN, MD 21742	4541 DRUMS, ETC 548 NEW HOLLAND AVENUE LANCASTER, PA 17603	23-243-5669
5596 EMPIRE MUSIC CO., LTD. P.O. BOX 98 BELLINGHAM, WA 98227-0098	9547 GILBERT AND LAWRENCE MUSIC INC 20 EAST MCDERMOTT RD. ALLEN, TX 75002	
3592 GOODDEN'S MUSIC EDUCATORS SUPP P.O. BOX 560085 DALLAS, TX 75356-0085	1828 INTERSTATE MUSIC 13819 WEST NATIONAL AVENUE NEW BERLIN, WI 53151	391137295
8215 K & S MUSIC 61 INDUSTRIAL RD. BECKELEY HEIGHTS, NJ 07922	2535 KEMPKE'S MUSIC SERVICE 101 GORDON STREET SANFORD, FL 32771	59-1789043
7334 KINGS MUSIC CO 301 CENTER AVENUE BROWNWOOD, TX 76801	2607 LISLIE VIOLIN SHOP 4510 SOUTH BURKE SUITE C PASADENA, TX 77504	76-0127336
2291 LONE STAR PERCUSSION INC 10611 CONTROL PLACE DALLAS, TX 75238-1394	1613 LYONS MUSIC PRODUCTS 4004 TECHNOLOGY DR. SOUTH BEND, IN 46628	351498340
602 MELHART MUSIC CENTER 3325 NORTH 10TH STREET MCALLEN, TX 78501	6611 MSA MUSIC INC DBA: MIDWEST MUS 2021 E. HENNEPIN AVENUE SUITE #374 MINNEAPOLIS, MN 55413	41-1988401

11-61, INSTRUMENTS FOR NEW MIDDLE SCHOOL

7028 466-94-8037  
 MUIR GUITARS  
 6100 N. 10TH  
 SUITE F  
 MCALLEN, TX 78504

2605 34-1236176  
 MUSIC IS ELEMENTARY  
 5228 MAYFIELD ROAD  
 CLEVELAND, OH 44124

8799 90-0062787  
 N TUNE MUSIC & SOUND, INC.  
 1141 E. 42ND ST.  
 ODESSA, TX 79762

603 22-1665623  
 NATIONAL EDUCATIONAL MUSIC  
 1181 U.S. HIGHWAY 22  
 BOX 1130  
 MOUNTAINSIDE, NJ 07092

8281 77-0499875  
 NICK RAIL MUSIC  
 2801 DE LA VINA ST.  
 SANTA BARBARA, CA 93105

1938 450225345  
 POPPLERS MUSIC INC  
 4924 HWY 2 W  
 GRAND FORKS, ND 58203

5479 26-1582814  
 RHYTHM BAND INSTRUMENTS INC  
 P.O. BOX 126  
 FORT WORTH, TX 76101

4958 11-231-3915  
 SAM ASH MUSIC CORPORATION  
 7726 CHERI COURT  
 TAMPA, FL 33634

787  
 SELMER COMPANY L P  
 P O BOX 310  
 ELKHART, IN 46515-0310

1102 86-0463716  
 SOUTHWEST STRINGS  
 1721 S. CHERRYBELL STRAV.  
 TUCSON, AZ 85713-1935

8950  
 SWEETWATER SOUND, INC.  
 5501 US HWY 30 W  
 FORT WAYNE, IN 46818

2813 75-2082749  
 SWORDS MUSIC COMPANIES, INC  
 4300 EAST LANCASTER AVENUE  
 FT WORTH, TX 76103

1195 46-0248-482  
 TAYLOR MUSIC INC  
 513 SOUTH MAIN STREET  
 P O BOX 670  
 ABERDEEN, SD 57402-0670

7228 20-0015801  
 TEXAS BAND & ORCHESTRA  
 301 N. McCOLL  
 SUITE I  
 MCALLEN, TX 78501

3257 24057257685  
 VALLEY BAND SERVICE  
 10816 NORTH WARE ROAD  
 MCALLEN, TX 78504

613 1742436582  
 VALLEY KEYBOARDS INC  
 900 HARVEY DRIVE  
 MCALLEN, TX 78501

4898 42-0737247  
 WEST MUSIC  
 P.O. BOX 5521  
 CORALVILLE, IA 52241

8407 585-22-3120  
 WILLIAM RUBINK BOW REHAIR & RE  
 7828 TEXAS RD.  
 EDINBURG, TX 78539

8949  
 WILLIAMSON MUSIC COMPANY  
 701 EAST PLANO PKWY, SUITE 100  
 PLANO, TX 75074

2049 93-1235414  
 WOODWIND & BRASSWIND  
 4004 TECHNOLOGY DRIVE  
 SOUTH BEND, IN 46628

4183 752175442  
 YOUNG MUSICIANS INC  
 5901 PARK VISTA CIR. #111  
 KELLER, TX 76248

\*\*\*\*\*  
 Vendors Printed: 43  
 \*\*\*\*\*

**APPROVAL OF RFQ 11-97, EDUCATIONAL DIAGNOSTICIAN FOR SPECIAL EDUCATION**

**Superintendent's Recommendation**

That the Board of Trustees approve the recommendation to accept the Statement of Qualifications for Educational Diagnostician for Special Education as being the most favorable and advantageous to the Edinburg CISD.

**Rationale**

The administration sought Request for Qualifications for Educational Diagnostician for Special Education. The RFQ opening was held at the Administration building on February 8, 2011 at 3:30 P.M. where one (1) proposal was received. This department is requesting the use of educational diagnosticians as contracted personnel. This will allow the department to meet timeline expectations should the need arrive for additional personnel to complete assessments.

**Budgetary Information**

**Award Recommendation \$15,000.00**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
164-31-6219-00-810-123-000	Oth Prof Ser	30,000.00	0.00	2,437.50	27,562.50
	<b>TOTAL</b>	<b>30,000.00</b>	<b>0.00</b>	<b>2,437.50</b>	<b>27,562.50*</b>

\* To include next year budget, pending board approval

**Resource Personnel**

Dr. René Gutiérrez	Maria Luisa Guerra	Amaro Tijerina
Dr. Rebecca Morrison	Alida Suarez	Kay W. Green
Sylvia D. Garcia		

**Board Policy Reference and Compliance**

This is in compliance and in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: Alida Suarez  
Alida Suarez, Director of Special Education

Approved by: Maria Luisa Guerra  
Maria Luisa Guerra, Asst. Supt. For Instruction/Support Serv.

Within Budgetary Allocations: Sylvia D. Garcia  
Sylvia D. Garcia, Director of Finance

Approved by: Rebecca Morrison  
Dr. Rebecca Morrison, Asst. Supt. Finance/Operations

Recommended by: René Gutiérrez  
Dr. René Gutiérrez, Superintendent of Schools

**Notes for RFQ Tabulation**  
**RFP 11-97, Educational Diagnostician for Special Education**  
**March 8, 2011**

1. **USER DEPARTMENT:** This RFQ was requested by the Special Education Department. Mrs. Alida Suarez will be present to answer any detailed questions regarding this RFQ.
2. **TYPE OF RFP:** This is a term contract beginning May 1, 2011 or soon thereafter and ending April 30, 2012, with an option to renew for an additional two years contract period.
3. **RFQ EVALUATION:** This RFQ was evaluated by Alida Suarez, Director of Special Education Department. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Special Education Department will prepare purchase orders following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** \$3,150.00
6. **AWARD RECOMMENDATION:** \$15,000.00

**VENDORS**

Alma L. de la Garza 1001 Susan Drive Edinburg, TX 78539 PH: 956-318-0228 FX: 956-605-1185
---

**6. FEE STRUCTURE:**

**Educational Diagnostician for Special Education Department**

Evaluations            30 students x \$500.00 = \$15,000.00

EXHIBIT \_\_\_\_\_

## 11-97, EDUCATIONAL DIAGNOSTICIAN SP ED

7120 AGUSTIN DE LUCIO 525 PALM HAVEN BROWNSVILLE, TX 78521	6833 ALLIED REHABILITATION & THERAPY 5003 N. MCCOLL ROAD, STE B *PH/FAX DISC./SEE NOTES*** MCALLEN, TX 78504-2301
6847 ALMA DE LA GARZA 1001 SUSAN DRIVE EDINBURG, TX 78539	8115 ANGIE PENA 4823 EAST HYWAY 107 EDINBURG, TX 78541
6544 APTUS THERAPY SERVICES 2610 CORNERSTONE BLVD. EDINBURG, TX 78539	7950 CLARICIA CALVILLO, M.ED. 11317 VIRIDIAN WAY AUSTIN, TX 78739-2093
6834 CORNERSTONE REHAB & SPORTS 2402 CORNERSTONE BLVD. EDINBURG, TX 78539	6832 HILL COUNTRY CHILDREN & FAMILY GUIDANCE CENTER 408 NORTH EDISON FREDERICKSBURG, TX 78624
1766 JEFFERSON MEDICAL SUPPLY 4365 RITTIMAN ROAD SAN ANTONIO, TX 78218	17415337801 KATHY VIRGINIA COWDEN 1225 CAPISALLO MERCEDES, TX 78570
6838 LEONARD MICHAEL 404 LINDBERG MCALLEN, TX 78501	6839 LONESTAR REHAB 504 NORTH 10th STREET MCALLEN, TX 78501
6841 MILESTONES THERAPEUTIC ASSOCIA 3300 N. MCCOLL RD SUITE A MCALLEN, TX 78501	2174 221897821 MOORE MEDICAL CORPORATION 1690 NEW BRITAIN AVE P O BOX 4066 FARMINGTON, CT 06032
6842 RIO THERAPHY SERVICES 300 SOUTH NEBRASKA AVE SAN JUAN, TX 78589	7132 ROSA MARIE LARSON 1209 HERON COURT MCALLEN, TX 78504

11-97, EDUCATIONAL DIAGNOSTICIAN SP ED

---

6843  
SALAMANCA'S THERAPY  
1022 E. GRIFFIN PKWY  
SUITE #104  
MISSION, TX 78572-2401

6844  
SOUTHERN REHABILITATIONS CENTER  
32 N McCOLL RD - SUITE A  
MCALLEN, TX 78502

6831  
STAFFING OPTIONS & SOLUTIONS  
6249 SOUTH EAST STREET  
SUITE E  
INDIANAPOLIS, IN 46227

9493  
THE COLUMBUS ORGANIZATION  
1012 WEST 9TH AVE  
SUITE #100  
KING OF PRUSSIA, PA 19406

5556  
THERA-KIDS INCORPORATED  
PO BOX 8029  
MISSION, TX 78572

8646  
VIRGINIA LOVELACE GONZALEZ  
3908 WARBLER  
MCALLEN, TX 78501

7481  
WIGGLES - CHILDREN'S REHAB  
2715 WEST TRENTON ROAD  
EDINBURG, TX 78539

8564  
YVONNE RIVERA  
3305 SAN ARMANDO  
MISSION, TX 78572

\*\*\*\*\*

Vendors Printed: 24

\*\*\*\*\*

**CLASS - ITEM**  
**924 - 82**

**APPROVAL OF SOLE SOURCE LETTER FOR AMERICAN PREPARATORY INSTITUTE**

**Superintendent's Recommendation**

That the Board of Trustees approve the sole source letter for American Preparatory Institute which is indicated in the attached sole source letter as being the most favorable and advantageous to the Edinburg CISD.

**Rationale**

The Federal Programs Department is requesting permission to renew the American Preparatory Institute online licensing agreement. The American Preparatory Institute serves our district migrant population at our three high school campuses. American Preparatory Institute is a self-paced, open entry/open exit high school completion program that uses online courseware that students use to earn credit towards graduation.

**Connections to the District Plan: Goal Area 3 – Technology  
District Performance Objective IV**

**Initiative III:** Ensure accessibility by all students and staff to technology-based instruction, to adaptive/assistive devices and internet/network resources as appropriate.

**Paperwork Impact**

Minimal

**Budgetary Information**

					<b>Total Purchase</b>	<b>35,000.00</b>
Account	Description	Appro.	Enc.	Exp.	Balance	
212-11-6399-00-999-124000	General Supplies	47,647.00	0	911.23	46,735.77	

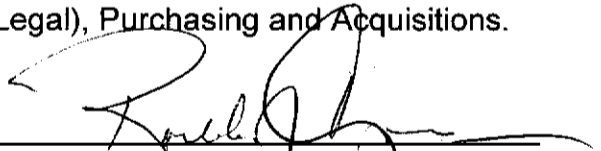
**Resource Personnel**

Dr. René Gutiérrez, Superintendent of Schools  
 Maria Luisa Guerra, Assistant Superintendent of Schools  
 Ronaldo J. Cavazos, Director of Federal Programs  
 Patricio R. Escamilla, Migrant Coordinator

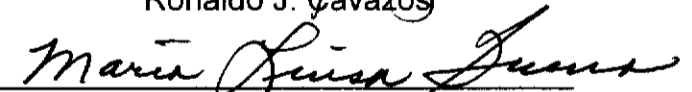
**Board Policy Reference and Compliance**

This item is in accordance with Board Policy CH (Legal), Purchasing and Acquisitions.


Requested by:

  
 \_\_\_\_\_  
 Ronaldo J. Cavazos


Approved by:

  
 \_\_\_\_\_  
 Maria Luisa Guerra

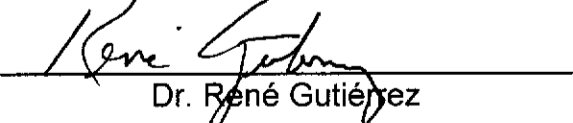
Within Budgetary Allocations:

  
 \_\_\_\_\_  
 Sylvia D. Garcia

Finance Department Approval:

  
 \_\_\_\_\_  
 Dr. Rebecca Morrison

Recommended by:

  
 \_\_\_\_\_  
 Dr. René Gutiérrez





# Edinburg Consolidated Independent School District Sole Source Affidavit

RESET FORM

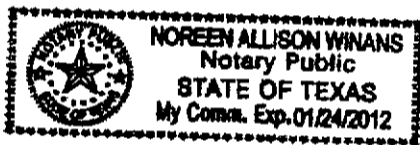
**BEFORE ME**, the undersigned official, on this day, personally appeared Sarah Cravero.  
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

1. My name is Sarah Cravero. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:  
American Preparatory Institute
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)  
All API Curriculum
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Sarah Cravero  
(Signature)

SUBSCRIBED AND SWORN to before me on this 1 day of March, 2011

(Seal)



Noreen Allison Winans  
(Notary Public, State of TX)

Noreen Allison Winans  
(Printed Name)  
01/24/2012  
(Date Commission Expires)

Company Name: American Preparatory Institute

Address: P. O. Box 1800

City, State, Zip: Killeen, TX 76540-1800

Telephone: (254)526-1316 Fax: (254)526-1157

Contact Person: Sarah Cravero Email: api.customerservice@ctcd.edu

→ EXHIBIT \_\_\_\_\_



*American Preparatory Institute*  
An Operating Unit of Central Texas College District

---

February 16, 2011

**Edinburg CISD**  
Attn: Ron Cavazos  
411 North 8<sup>th</sup>  
Edinburg, TX 78541

Dear Mr. Cavazos:

American Preparatory Institute (API) is pleased to supply Edinburg CISD with its unique competency-based, modular-formatted, individualized, self-paced curriculum. API is the sole source for its copyrighted curriculum, which has been developed and revised by educators to provide what we feel is a most effective and economical approach to learning opportunities and educational experiences for students. The flexibility of API's curriculum makes it compatible with almost any learning situation and environment.

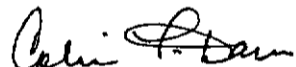
API, an operating unit of Central Texas College District, started in 1973 as a high school for adults. Since our beginning, we have experienced much success in using our curriculum with more than 750,000 enrollments in our programs at various locations throughout the world.

We hope to continue working with your staff and supplying API's curriculum materials for your various instructional programs.

Should you require any additional information or services, do not hesitate to call upon API.

Sincerely,

**AMERICAN PREPARATORY INSTITUTE**

  
Colvin L. Davis, Ed.D.  
Dean, API

CLD:slc

**P. O. Box 1800, Killeen, TX 76540-1800**  
**Voice: 254-526-1390    FAX: 254-526-1157**  
**E-Mail: [apidean@ctcd.edu](mailto:apidean@ctcd.edu)**

→EXHIBIT \_\_\_\_\_



**American Preparatory Institute**  
**Price Quote-Edinburg CISD**  
**February 15, 2011**

HIGH SCHOOL COURSES		Unit Cost	Price
Unlimited API Online enrollments for Edinburg CISD			\$35,000.00
Starting 6-1-11, Ending 5-31-12			
**See license agreement			
		Subtotal	35,000.00
		Shipping	0.00
		TOTAL	35,000.00

**CALL 1-800-792-3348**  
**ext. 1171 or ext. 1316**  
**for availability of new courses**  
**FAX YOUR ORDER TO OUR NEW FAX NUMBER**  
**(254)526-1157**

**John Wheeler, API Sales Rep**

**(PRICES SUBJECT TO CHANGE)**

→EXHIBIT \_\_\_\_\_



***American Preparatory Institute***  
An Operating Unit of Central Texas College District

---

February 15, 2011

Mr. Ronald Cavazos, Director  
Edinburg ISD Federal Programs  
411 North 8<sup>th</sup> Street  
Edinburg, TX 78540

Dear Mr. Cavazos

First, I would like to thank you for contacting me in regards to renewing the API Online licensing agreement for the API Migrant Labs and Alternative sites. Secondly, I have confirmed the licensing cost.

**API Online Package**

Unlimited Usage  
For one calendar year  
**\$35,000**

All current & new courses when available  
Textbooks for English courses must be purchased separately.

**The license is for one year starting June 1, 2011 and ending May 31, 2012. This will allow seamless transition from the current license to the new one. The entire amount will be invoiced upon receipt of the Purchase Order and signed agreement.**

Thank you.

*John W. Wheeler*

John W. Wheeler  
API Sales Representative  
800-792-3348 ext 1171 (forwards to my cell phone)

I agree to the terms of this agreement.

\_\_\_\_\_  
Ronald Cavazos

\_\_\_\_\_  
Date

**P. O. Box 1800, Killeen, TX 76540-1800**  
**Voice: 254-526-1171    FAX: 254-526-1157**  
**E-Mail: [api.sales@ctcd.edu](mailto:api.sales@ctcd.edu)**

→EXHIBIT \_\_\_\_\_

**APPROVAL OF TEXTBOOKS RECOMMENDED BY THE DISTRICT TEXTBOOK SELECTION COMMITTEE FOR THE 2011-2012 SCHOOL YEAR**

**SUPERINTENDENT'S RECOMMENDATION:**

That the Board of Trustees approve the textbooks recommended by the District Textbook Selection Committee for the 2011-2012 school year.

**RATIONALE:**

The state textbook adoption process requires the local school district through the board of trustees to determine appropriate policy for selecting new textbooks. Local policy has established that district textbook committees comprised of teachers from the subject area and grade level being considered for selection be represented from each campus. They meet at designated times scheduled to examine, review, analyze and evaluate the textbooks under Proclamation 2011's instructional materials/textbooks adoption. Based on the final evaluation of the textbooks, a consensus is reached and a vote is cast to determine the selection of the textbooks. The committee then recommends the selection of the textbooks as listed per attachment. The textbooks selected are on TEA's conforming list and they fully address the TEKS 100%. They will be in use for at least six years, with full implementation beginning in the 2011-2012 school year.

**Connections to the District Plan**

**District Performance Goal 1 – Academic Excellence:**

ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, life-long skill applications and problem-solving for all students to achieve exemplary performance.

**PAPERWORK IMPACT:**

None

**BUDGET INFORMATION:**

Textbooks are fully funded by the state and are provided at no cost to the district.

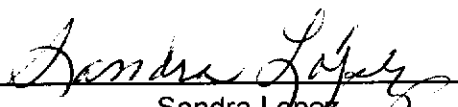
**RESOURCE PERSONNEL:**

Dr. René Gutiérrez, Superintendent of Schools  
Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services  
Santa T. Alvarado, Area Director for Instruction & Support Services  
Hector Gonzalez, Area Director for Instruction & Support Services  
Dominga Vela, Area Director for Instruction & Support Services  
Gladys Ortega, Bilingual Director  
Sandra Lopez, Coordinator of Instructional Materials and Textbooks  
Yvonne Chapa, Elementary Reading Specialist  
Elizabeth Perez, Secondary Language Arts Specialist  
Arminda Ramirez, Secondary ESL Supervisor  
Gracie Alvear, Elementary ESL Supervisor  
Araceli de la Cruz, ESL Supervisor

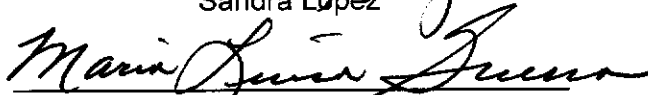
**BOARD POLICY REFERENCE AND COMPLIANCE:**

This is in accordance with Board Policy EFAA Instructional Resource:  
Textbook Adoption Selection

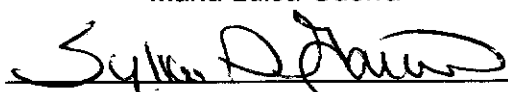
Prepared by:

  
Sandra Lopez


Approved by:

  
Maria Luisa Guerra

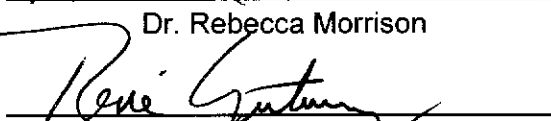
Within Budgetary Allocation:

  
Sylvia Garcia

Finance Department Approval:

  
Dr. Rebecca Morrison

Recommended by:

  
Dr. René Gutiérrez  
Superintendent of Schools

**Recommended Selection  
of  
Elementary Textbooks  
2010-2011**

**PK Systems**

Scholastic  
(Big Day for Pre K)

**K – 5<sup>th</sup> Grade English as a Second Language (ESL)**

Houghton Mifflin Harcourt / Rigby  
(On Our Way to English)

**1<sup>st</sup> – 3<sup>rd</sup> Grade Handwriting**

Zaner-Bloser  
(Zaner-Bloser Handwriting)

**1<sup>st</sup> – 5<sup>th</sup> Grade Spelling**

Zaner-Bloser  
(Spelling Connections)

**2<sup>nd</sup> – 5<sup>th</sup> Grade English & Spanish Language Arts  
(ELA & SLA)**

Great Source / Houghton Mifflin Harcourt  
(TX Write Source)  
(TX Fuente de Escritura)

EXHIBIT \_\_\_\_\_

**Recommended Selection  
of  
Secondary Textbooks  
2010-2011**

**6<sup>th</sup> – 8<sup>th</sup> English Language Arts (ELA)**  
Great Source / Houghton Mifflin Harcourt  
(TX Write Source)

**6<sup>th</sup> – 8<sup>th</sup> Grade English as a Second Language (ESL)**  
National Geographic / Hampton-Brown  
(Inside Language, Literacy & Content)

**English I-IV**  
Great Source / Houghton Mifflin Harcourt  
(TX Write Source)

EXHIBIT \_\_\_\_\_

**Language Arts (ELA & SLA) Grades 2<sup>nd</sup> – 5<sup>th</sup>  
Textbook Selection Tabulation Results  
January 25, 2011**

Campus	Committee Member	Publishing Company Title of Program	Great Source / Houghton Mifflin Harcourt TX Write Source TX Fuente de Escritura
Austin	Martha Salinas		1
Avila	Maria Garza-Gonzalez		1
Betts	Rosalinda Sanchez		1
Brewster	Edna Perez		1
Cano-Gonzalez	Cecilia Montalvo		1
Canterbury	Marilou Faz		1
Cavazos	Rafael Treviño		1
Crawford	Rosalinda Garza-Lara		1
De la Viña	Tammie Peña		1
Eisenhower	Sylvia Montano		1
Escandon	Cristela Najjar-Torres		1
Esparza	Maritza Franco		1
Flores-Zapata	Angelica Rodriguez		1
Freddy Gonzalez	Graciela Lopez		1
Guerra	Alma Aldana		1
Hargill	Rebecca Montemayor		1
Jefferson	Norma Parks		1
Johnson	Nora Vasquez		1
Kennedy	Belen Villarreal		1
Lee	Juanita Garza		1
Lincoln	San Juanita Hernandez		1
Magee	Ana Rocha		1
Monte Cristo	Maria Lopez		1
Ramirez	Leslie D'Lorm		1
San Carlos	Sue Carlson		1
Travis	Dan Cruses		1
Treviño	Marisol Salinas		1
Truman	Alma Salinas		1
Villarreal	Maria Lopez		1
Zavala	Beatriz Ocañas		1
<b>Total:</b>			<b>30</b>

**Spelling Grades 1<sup>st</sup> – 5<sup>th</sup>  
Textbook Selection Tabulation Results  
February 1, 2011**

<b>Campus</b>	<b>Committee Member</b>	<b>Publishing Company Title of Program</b>	<b>Zaner-Bloser Spelling Connections</b>
Austin	Norma Segovia		1
Avila	Olga Lozoya		1
Betts	Mara Shaefer		1
Brewster	Viola Ramirez		1
Cano-Gonzalez	Ester Castillo		1
Canterbury	Denise Espinoza		1
Cavazos	Lisa Treviño		1
Crawford	Rebecca Medina		1
De la Viña	Lorissa Solis		1
Eisenhower	Irma Leal		1
Escandon	Patricia Lopez		1
Esparza	Michelle Frazier		1
Flores-Zapata	Cynthia Garza		1
Freddy Gonzalez	Maclovia Sanchez		1
Guerra	Eida Flores		1
Hargill	Nancy Leal		1
Jefferson	Norma Villarreal		1
Johnson	Roxanne Arteaga		1
Kennedy	Marissa de la Rosa		1
Lee	Monica Gonzalez		1
Lincoln	Sonia Hackel		1
Magee	Ana Morales		1
Monte Cristo	Dinorah Garza		1
Ramirez	Norma L. Diaz		1
San Carlos	Belinda Flores		1
Travis	Yvonne de la Viña		1
Treviño	Yvette Luna		1
Truman	Irene Lopez		1
Villarreal	Jessica Ramon		1
Zavala	Virginia Ocañas		1
<b>Total:</b>			<b>30</b>

EXHIBIT \_\_\_\_\_

**Handwriting Grades 1<sup>st</sup> – 3<sup>rd</sup>  
Textbook Selection Tabulation Results  
February 9, 2011**

Campus	Committee Member	Publishing Company Title of Program	Perfection Learning Benson Handwriting	Zaner-Bloser Zaner-Bloser Handwriting
Austin	Irma Ramirez			1
Avila	Ana Bazan			1
Betts	Hilda Martinez			1
Brewster	Maria Barrientos			1
Cano-Gonzalez	Norma Gonzalez			1
Canterbury	Marissa Treviño			1
Cavazos	Yvette Galvan			1
Crawford	Herlinda Briseño		1	
De la Viña	Monica Gilbert			1
Eisenhower	Irasema Alejandro			1
Escandon	Catherine Cavazos			1
Esparza	Maria Prado			1
Flores-Zapata	San Juanita Robledo			1
Freddy Gonzalez	Maria Tiong			1
Guerra	Lourdes Lopez			1
Hargill	Elva Tamayo			1
Jefferson	Nina Canales			1
Johnson	Oralia Villarreal			1
Kennedy	Flor Muñoz			1
Lee	Odilia Chapa			1
Lincoln	Sonia Hackel			1
Magee	Melissa Leal			1
Monte Cristo	Dinorah Garza			1
Ramirez	Maria Hinojosa			1
San Carlos	San Juanita Garcia			1
Travis	Maria Palacios		1	
Treviño	Rachel Narro			1
Truman	Nereyda Ruiz			1
Villarreal	Idalia Orozco			1
Zavala	Maria Barton			1
<b>Total:</b>			<b>2</b>	<b>28</b>

EXHIBIT \_\_\_\_\_

**PK Systems  
Textbook Selection Tabulation Results  
February 10, 2011**

Campus	Committee Member	Publishing Company	Frog Street Press	Scholastic	Pearson / Scott Foresman
Austin	Laura Hees				1
Avila	Maria Nieto			1	
Betts	Yolanda Rosa			1	
Brewster	Maria Bazan				1
Cano-Gonzalez	Norma Ayala				1
Canterbury	Elva Hernandez			1	
Cavazos	Mary Ellen Garcia			1	
Crawford	Gabriela Cantu			1	
De la Viña	Anilia Gonzaba				1
Eisenhower	Sylvia Orozco			1	
Escandon	Diamantina Regalado			1	
Esparza	Nydia Alaniz			1	
Flores-Zapata	Mirella Bonifaz				1
Freddy Gonzalez	Maria Garcia			1	
Guerra	Linda Alamia			1	
Hargill	Irma Leal				1
Jefferson	Ofelia Salinas			1	
Johnson	Delfina Alaniz				1
Kennedy	Flora Garcia			1	
Lee	Melinda Bustamante			1	
Lincoln	Sandra Luevano			1	
Magee	Elizabeth Gonzalez		1		
Monte Cristo	Lisa Ramos			1	
Ramirez	Rosalinda Barron			1	
San Carlos	Elisa Vale			1	
Travis	Eva Cavazos				1
Treviño	Jessica Lucio				1
Truman	Amparo Alaniz			1	
Villarreal	Rachel Trujillo			1	
Zavala	Lizabeth Contreras				1
<b>Total:</b>			<b>1</b>	<b>19</b>	<b>10</b>

**English Language Arts Grades 6<sup>th</sup> – 8<sup>th</sup>  
Textbook Selection Tabulation Results  
February 16, 2011**

Campus	Committee Member	Publishing Company Title of Program	Great Source / Houghton Mifflin Harcourt TX Write Source	Pearson / Prentice Hall Writing Coach
Barrientes	Dahlia Mata		1	
Barrientes	Betsy Calvo		1	
Barrientes	Beatrice Hall		1	
Brewster	Christie Garcia		1	
Brewster	Diane Adams		1	
Brewster	Rose Guerrero		1	
B.L. Garza	Denise Torres		1	
B.L. Garza	Vanessa Rosales		1	
B.L. Garza	Maria Bonura		1	
Harwell	Marisela Garcia			1
Harwell	Edith Crews			1
Harwell	Linda Soto			1
Memorial	Elda Trigo		1	
Memorial	Roberto Ruiz		1	
Memorial	Norma Hernandez		1	
South	Amanda Moreno		1	
South	Norma Garcia		1	
South	Letty de la Viña		1	
<b>Total:</b>			<b>15</b>	<b>3</b>

**English I – IV  
Textbook Selection Tabulation Results  
February 17, 2011**

Campus	Committee Member	Publishing Company	Great Source / Houghton Mifflin Harcourt		Pearson / Prentice Hall
			TX Write Source	Writing Coach	
Economedes High School	Melinda Montes			1	
Economedes High School	Beatriz Gonzalez		1		
Economedes High School	Dina Cardoza			1	
Economedes High School	Alex Torres			1	
Edinburg High School	Letty Barbosa		1		
Edinburg High School	Angie Kurti		1		
Edinburg High School	Melissa Zamora			1	
Edinburg High School	Laurie Prestia		1		
Edinburg North High School	Melissa Mendoza		1		
Edinburg North High School	Omar Ochoa		1		
Edinburg North High School	Nancy Ake		1		
Edinburg North High School	Victor Valdez		1		
<b>Total:</b>			<b>8</b>		<b>4</b>

**English as a Second Language (ESL) Grades 6<sup>th</sup> – 8<sup>th</sup>  
Textbook Selection Tabulation Results  
February 24, 2011**

Campus	Committee Member	Publishing Company Title of Program	Cengage Learning/Heinle Milestones	National Geographic / Hampton-Brown Inside Language, Literacy & Content	Pearson / Pearson Longman Keys to Learning
Barrientes	Lorenzo Aguilar			1	
Barrientes	Leticia Trigo			1	
Barrientes	Angelina Bernal-Salinas			1	
Brewster	Christie Garcia			1	
Brewster	Diane Adams			1	
Brewster	Rose Guerrero			1	
B.L. Garza	Brooke Cantu			1	
B.L. Garza	Erica Martinez			1	
B.L. Garza	Elma Rodriguez			1	
Harwell	Rosie Gonzalez			1	
Harwell	Magdalena Salinas			1	
Harwell	Norma Farias			1	
Memorial	Diana Gorena			1	
South	Pat Gonzalez			1	
South	Guadalupe Perez			1	
South	Lizbeth de la Garza			1	
<b>Total:</b>				<b>16</b>	

**English as a Second Language (ESL) Grades K – 5<sup>th</sup>  
Textbook Selection Tabulation Results  
February 23, 2011**

	Publishing Company Title of Program	Houghton Mifflin Harcourt / Rigby On Our Way To English	National Geographic / Hampton-Brown Reach Language Literacy Content
Committee Member			
Coronado		1	
Go Gonzalez			1
Lozano			1
Guzman		1	
Reyna		1	
Hodge			1
la Palomo		1	
a Rios		1	
la Rosa			1
Sifuentes			1
Daytan		1	
ardenas		1	
Moja		1	
el Ollervides			1
Yañez		1	
ña		1	
Garza			1
orres		1	
Salazar		1	
enia		1	
a Vera		1	
a Rios			1
Montalvo-Alvarez		1	
a Garcia			1
Ramos			1
Garcia			1
Garcia		1	
Salinas			1
Saldaña			1
Leija			1
		<b>16</b>	<b>14</b>

**English as a Second Language (ESL) Grades K – 5<sup>th</sup>  
Textbook Selection Tabulation Results  
February 23, 2011**

Campus	Committee Member	Publishing Company Title of Program	Houghton Mifflin Harcourt / Rigby On Our Way To English	National Geographic / Hampton-Brown Reach Language Literacy Content
Austin	Mary Coronado		1	
Avila	Gustavo Gonzalez			1
Betts	Martha Lozano			1
Brewster	Dalinda Guzman		1	
Cano-Gonzalez	Sylvia Reyna		1	
Canterbury	Raquel Hodge			1
Cavazos	Manuela Palomo		1	
Crawford	Armidia Rios		1	
De la Viña	Irma de la Rosa			1
Eisenhower	Bianca Sifuentes			1
Escandon	Elisa Gaytan		1	
Esparza	Eva Cardenas		1	
Flores-Zapata	Delia Moya		1	
Freddy Gonzalez	Annabel Ollervides			1
Guerra	Nancy Yañez		1	
Hargill	Eliud Piña		1	
Jefferson	Sonia Garza			1
Johnson	Ester Torres		1	
Kennedy	Adriana Salazar		1	
Lee	Dalia Peña		1	
Lincoln	Priscilla Vera		1	
Magee	Nazaria Rios			1
Monte Cristo	Perla Montalvo-Alvarez		1	
Ramirez	Adriana Garcia			1
San Carlos	Lillian Ramos			1
Travis	Ofelia Garcia			1
Treviño	Orelia Garcia		1	
Truman	Monica Salinas			1
Villarreal	Abigail Saldaña			1
Zavala	Miguel Leija			1
<b>Total:</b>			<b>16</b>	<b>14</b>

**APPROVAL TO PURCHASE SOCIAL STUDIES MATERIALS AND INTERNET SUBSCRIPTIONS FOR EDINBURG HIGH SCHOOL, EDINBURG NORTH HIGH SCHOOL, AND ECONOMEDES HIGH SCHOOL FROM TEACHERS' CURRICULUM INSTITUTE**

**Superintendent's Recommendation:**

That the Board of Trustee approve to purchase social studies materials and internet subscriptions for Edinburg High School, Edinburg North High School, and Economedes High School from Teachers' Curriculum Institute.

**Rationale:**

Teachers' Curriculum Institute delivers a wealth of teaching materials directly to teachers via the Internet. The state-of-the-art slideshows and lessons will allow teachers to conduct quality presentations with high student engagement. All materials include 2011 updates that will help teachers prepare high school students for the new STAAR End of Course Assessments beginning 2011-2012.

**Connection to the District Plan of Student Achievement**

**Performance Goal I.** The Edinburg Consolidated Independent School District shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve exemplary performance.

**Objective 1:** ECISD will offer all students a challenging high quality curriculum and will provide an effective delivery system to ensure that all students will achieve and meet the Districts' Performance Objective standards on the math, reading, and writing, English language arts, science and social studies sections of the spring 2011 Texas Assessment of Knowledge and Skills (TAKS) administration.

**Initiative V:** The district will implement PK-12 social studies program.

**Paperwork Impact:**

Purchase Order

**Budgetary Information:**

This purchase meets purchasing law compliance because it is a sole source.

Account	Description	Appro.	Encum.	Expend.	Balance
199-11-6399-94-999-111000	General Supplies	\$20,000.00	0	0	\$20,000.00
<b>Grand Total</b>					<b>\$19,525.50</b>

**Resource Personnel:**

- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
- Santa T. Alvarado, Area Director for Instruction/Support Services
- Hector Gonzalez, Area Director for Instruction/Support Services
- Dominga Vela, Area Director for Instruction/Support Services
- Irma Villarreal, District Social Studies Specialist

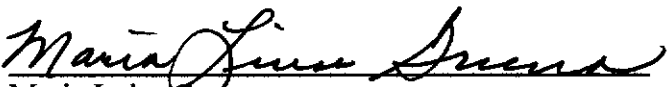
**Board Policy Reference and Compliance:**

This item is in accordance with Board Policy EEL (Local): Contracting for instruction with Outside Agencies and CH Purchasing and Acquisitions.

Prepared by:

  
Irma I. Villarreal


Approved by:

  
Maria Luisa Guerra

Within Budgetary Allocation:

  
Sylvia D. Garcia

Finance Department Approval:

  
Dr. Rebecca Morrison

Recommended by:

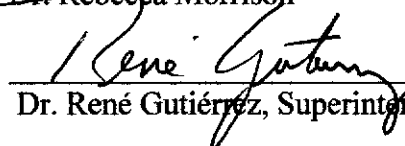
  
Dr. René Gutiérrez, Superintendent of Schools

Exhibit \_\_\_\_\_, Page(s) \_\_\_\_\_



**Proposal 2/22/2011**

Irma Villarreal  
EDINBURG CONS IND SCHOOL DIST  
PO BOX 990  
EDINBURG TX, 78540-0990

Dear Irma Villarreal,

Thank you for the opportunity to present our proposal for the following products.

**CONDITIONS OF OFFER:**

- This offer is good until 3/24/2011.
- To insure you receive the pricing quoted here, please include a copy of this proposal with your order at the time of purchase. Adjustments will not be made after order has been fulfilled.
- Please apply sales tax, if applicable, to subtotal.

**FULFILLMENT OF ORDERS:**

- All subscription purchases will be sent to i.villarreal@ecisd.us unless otherwise noted here:
- TCI's Subscription and Business Terms apply to all orders. View details at: <http://www.teachtci.com/subscription-and-business-terms.html>.

Product						
Qty	Item	Item #	Item Type	Price	List Total	Extended Total
13	Tech/Print Bundle: GA! Regions and People High School Teacher Resources (c) 2011	451-5TB	Ship	\$150.00	\$1,950.00	\$1,950.00
24	GA! Regions and People High School 6-Year TeachTCI (c) 2011	469-0	Ship	\$725.00	\$17,400.00	\$17,400.00
<b>Subtotal</b>					\$19,350.00	\$19,350.00
<b>Shipping and Handling* @ 9%</b>					\$175.50	\$175.50
<b>Total</b>					\$19,525.50	\$19,525.50

	<b>You Pay</b>	<b>\$19,525.50</b>
--	----------------	--------------------

\* Shipping and handling fees do not apply to TeachTCI or LearnTCI subscriptions.

Please contact me with any questions regarding this proposal. We thank you again for this opportunity.

Sincerely,

Vicky Guess  
Customer Service Rep.  
Phone: (800) 497-6138 x203  
vguess@teachtci.com



Edinburg Consolidated Independent School District  
Sole Source Affidavit

RESET FORM

BEFORE ME, the undersigned official, on this day, personally appeared. 1/21/2011.  
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

1. My name is Vicky L. Guess. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:  
TCI
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)  
See attached
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Vicky L. Guess  
(Signature)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011

(Seal)

See attached  
CA Jurat with  
Affiant Statement

(Notary Public, State of \_\_\_\_\_)

(Printed Name)

(Date Commission Expires)

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

State of California

County of Sacramento } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this

21st day of January, 2011, by  
Date Month Year  
 (1) Vicky Guess  
Name of Signer



- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)  
(and

(2) \_\_\_\_\_  
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Sarah Esquibel Easter  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: Edinburg Cons Sale Source

Document Date: N/A Number of Pages: 1

Signer(s) Other Than Named Above: N/A

**RIGHT THUMBPRINT OF SIGNER #1**  
 Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
 Top of thumb here

# SOLE SOURCE MEMORANDUM

DATE: February 23, 2011  
TO: Assistant Superintendent for Finance & Operations  
FROM: Irma I. Villarreal CAMPUS: Administration - ISS  
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Teacher Curriculum Institute  
(Name of Vendor)

PURCHASE AMOUNT: \$ 19,525.50 REQUISITION NO: \_\_\_\_\_

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)  
24 Geography Alive! (GA) Regions and People High School 6-Year TeachTCI (c) 2011 plus updates  
13 Geography Tech/Print Bubble: Geography Alive! (GA) Regions and People High School Teacher  
Resources (c) 2011

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**  
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Irma I. Villarreal 2-23-2011  
Signature Date

*(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)*

EXHIBIT \_\_\_\_\_

THAT THE BOARD OF TRUSTEES DECLARES AS SURPLUS THE ATTACHED LIST OF A/C UNITS AND APPROVE THE REQUEST OF AN AUCTION FOR THE SALE OF SURPLUS A/C UNITS

Superintendent's Recommendation

That the Board of Trustees approves to declare as surplus the attached list of A/C Units and approve the request of an auction for the sale of surplus A/C Units.

Rationale

The attached list of A/C Units are no longer in service and the district has no use for them. The auction will be held on April 2, 2011 and will be conducted by Bond & Bond Auctioneers, 2301 North Cesar Chavez, San Juan, TX 78589.

Budgetary Information

The fee charged is 20% of the total proceeds of the sale and an advertising fee of \$150.00.

Resource Personnel

Dr. René Gutiérrez  
Dr. Rebecca Morrison  
Sylvia D. Garcia  
Enrique Hinojosa

Board Policy Reference

This is in accordance with Board Policy CI (H)-P School Properties Disposal.

Prepared by: Enrique Hinojosa  
Enrique Hinojosa, Admin. Accountant for Fixed Assets

Within Budgetary Allocations: Sylvia D. Garcia  
Sylvia D. Garcia, Director for Finance

Approved by: Rebecca Morrison  
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by: René Gutiérrez  
Dr. René Gutiérrez, Superintendent of Schools

## A/C Units for Auction 2011

	<u>Model Number</u>	<u>Serial Number</u>		<u>Model Number</u>	<u>Serial Number</u>
1	569PX0900AAA	0296G00155	40	TTR048C100A2	M10YG9BF
2	569CPX12000AAA	4195G00141	41	38CKB048510	0995E13274
3	558DPX09000AAA	1395G30543	42	38CKB048510	4895E07172
4	569CPX12000AAA	4395G00114	43	38CKB042500	0596E10900
5	569CPX12000AAA	0396G00027	44	GOODMAN CON	.....584
6	38AK5008-501	3995G00213	45	TTR048C100A2	M101YN6BF
7	TTA060A300A0	E31209087	46	CARRIER CON	1096G00087
8	TTJ736A100B0	E29284767	47	GOODMAN CON	901000196
9	TTJ736A100B0	E29284797	48	CARRIER CON	4195G00146
10	CE36-1GB	920176797	49	CARRIER CON	296G00136
11	561CP036-C	1296E13115	50	AMANA CON	9408107067
12	561CP036-C	1696R08805	51	YORK GAS FUR	XXXXXXXXXXXX
13	561CP036-C	1896R08893	52	YORK GAS FUR	XXXXXXXXXXXX
14	561CP036-C	0596E12219	53	WALMOUNT	....1.....
15	561CP036-C	0296E10122	54	WALMOUNT	....2.....
16	561CP036-C	0296E10147	55	WALMOUNT	.....3.....
17	TTJ736A100B0	E29284820	56	WALMOUNT	.....4...
18	TTJ736A100B0	E292844804	57	WALMOUNT	.....5...
19	TTP060D400A0	P417B61F	58	WINDOW UNIT	9712325559
20	TTJ736A100B0	E29284818	59	CARRIER CON	XXXXXXXXXXXX
21	TTJ736A100B0	E29284801	60	WALLMOUNT	XXXXXXXXXXXX
22	TTJ736A100B0	E29284817	61	FB5A018	4293A00770
23	TTA120A300BA	K04198570	62	561CP036-C	0296E10128
24	TTA060C300A0	K01289989	63	50HJ0176AB	0599F95959
25	38CKB048510	4895E07174	64	38BRC048530	0700E01572
26	38CKB048510	4898E07274	65	FA4A1F048	0195A03446
27	561CP036-C	1296E13093	66	FA4A1F048	0195A03444
28	561CP036-C	1296E13086	67	38CKB048510	0995E13265
29	561CP036-C	1696E07950	68	CK49-18	9507082490
30	561CP036-C	1896E08929	69	AVP36ACA-15M	8489
31	38BRC048540	1300E01477	70	38AKS012-601	4596G00086
32	561CP036-C	1896E08921	71	D3CG090N13046	NNAM174029
33	561CP036-C	1696E07976	72	D3CG090N13046	NNAM174026
34	TTP060D400A0	N1157DC1F	73	W3CF00B1F00A	98D-P21021
35	561CP036-C	1696E07946	74	WA421-A00	126J940859903-02
36	561CP036-C	1696E07951	75	CK49-1B	9702087448
37	561CP036-C	2596E12272	76	CK49-1B	9703067889
38	561CP036-C	2596E12276	77	SCU12E60B-01	8400M20113
39	561CP036-C	1696E07962	78	A49-10	9702005061

M. F.  
A/C Dept.  
February 6, 2011

EXHIBIT \_\_\_\_\_

## A/C Units for Auction 2011

	<u>Model Number</u>	<u>Serial Number</u>		<u>Model Number</u>	<u>Serial Number</u>
79	561CP036-C	1296E13110	123	38BRC060360	3203E07967
80	38BRB060520	4496E02853	124	380KB042500	4995E08868
81	TTJ736A100B0	E29284813	125	D3CG120N16546	NNAM174916
82	TTJ736A100B0	E29284815	126	FB4ANF036	1396A18354
83	TTJ736A100B0	E29284802	127	FB4ANF036	1096A18546
84	TTJ736A100B0	E29284811	128	FB4ANF036	3195A10768
85	TTJ736A100B0	E29284808	129	FB4ANF036	1096A18476
86	TTA060C400A0	K04224682	130	FB4ANF036	0896A14217
87	A49-10	9702005061	131	FB4ANF036	0596A18016
88	40QB060300	W473399	132	FB4ANF036	1096A18640
89	40QB060300	W476400	133	FB4ANF036	1396A18358
90	A49-10	9702005060	134	FB4ANF036	1396A18362
91	TCC060F600BA	L181S932H	135	FB4ANF036	3696A19607
92	566CP120	3184G37706	136	FB4ANF036	1096A18474
93	AVP69ACA-10	F17104	137	FB4ANF036	1096A18547
94	AVP69ACA-10	10468	138	FB4ANF036	1096A18545
95	WALLMOUNT	...1.....	139	TWE065E160A1	L342PRM5V
96	WALLMOUNT	...2.....	140	FB4ANF036	3895A09002
97	WALLMOUNT	...3.....	141	WINDOW UNIT	...1.....
98	WALLMOUNT	...4.....	142	WINDOW UNIT	...2.....
99	WALLMOUNT	...5.....	143	WINDOW UNIT	...3.....
100	WALLMOUNT	...6.....	144	WINDOW UNIT	...4.....
101	WALLMOUNT	...7.....	145	WINDOW UNIT	...5.....
102	WALLMOUNT	...8.....	146	WINDOW UNIT	...6.....
103	WALLMOUNT	...9.....	147	CK36-1B	9508083626
104	AVP36ACA-15MO	9942	148	38CK036510	4793E04447
105	W48C600B1F00A	S6C-P60073	149	561CP036-C	1296E13081
106	40RM-008-B500HC	4095F72080	150	561CP036-C	1296E13111
107	TTJ724A100B0	E60290872	151	TWE063P130A0	N396BSJ4V
108	WA482-A15	149FF960994281	152	FA4A1F048	3995A07126
109	50TJ-012-511	4395G60475	153	FB4ANF048000	4294A00834
110	CE60-3B	9401188056	154	FB4ANF408000	4294A00848
111	FB4ANF036	1096A18544	155	561CP048-B	0995E13560
112	FB4ANF036	1096A18478	156	561CP048-B	0995E13527
113	CARRIER A/H	...1.....	157	38CK024310	4793E03169
114	CARRIER A/H	...2.....	158	38CK024310	4793E03137
115	CARRIER A/H	...3.....	159	38CK024310	4793E03147
116	FB4ANF036	1396A18371	160	40FKB003300	3703A75229
118	FB4ANF036	1396A18366	161	TTJ742A100B0	1996A19575
119	FB4ANF036	1396A18365	162	TTJ742A100B0	F08297879
120	FB4ANF036	1396A18368	163	48-BVW/BVX-A	930663029
121	CARRIER A/H	E30570454	164	38CKB048510	4895E07266
122	CARRIER A/H	E60570533	165	PC060-3A	9309065732

M. F.  
A/C Dept.  
February 6, 2011

EXHIBIT \_\_\_\_\_

## A/C Units for Auction 2011

	<u>Model Number</u>	<u>Serial Number</u>		<u>Model Number</u>	<u>Serial Number</u>
166	PC060-3A	9309065732	209	FA4ANF4042	4293A00745
167	50HJ017-660AB	0599F96127	210	FA4ANF4042	4293A00093
168	FA4ANF4042	4293A00747	211	FA4ANF4042	4693A03097
169	9CK036510	4493E04642	212	FA4ANF4042	4693A06092
170	TTA090A400CC	M295LTMAH	213	FA4ANF4042	4293A00761
171	62AQ060301GA	0702G10419	214	FA4ANF4042	4293A00771
172	AED24E7DG	4502591081	215	FA4ANF4042	4293A00774
173	WINDOW UNIT	XXXXXXXXXX	216	TRANE PK	XXXXXXXXXX
174	AED24E7DG	4502591081	217	50HJ017-660AB	0599F96127
175	12DM13-B	20B318312	218	CARRIER PK	XXXXXXXXXX
176	D024584	980201988	219	CARRIER COND	XXXXXXXXXX
177	38BRC048370	980201988	220	WALLMOUNT	XXXXXXXXXX
178	38CK036510	4793E04454	221	558CPX09000AB	2395G30646
179	CB30M-41-4G	5807C18372	222	50TJ-012-611QE	4096G30518
180	38CK036510	4793E044775	223	558DPX09000AB	4595G60501
181	CARRIER A/H	XXXXXXXXXX	224	CARRIER PK	XXXXXXXXXX
182	38CK036510	4793E03172	225	50TJ-008-501RW	4693G01717
183	569CPX120000AAA	1096G00086	226	CARRIER PK	3395F31775
184	38CK036510	4793E04458	227	50TJ-007-641MB	2103G40219
185	38CK048510	4895E07199	228	GOODMAN CONI	XXXXXXXXXX
186	CE48-3GC	920822098	229	558DPX09000AB	0796G03516
187	38CK060560	9894E17367			
188	38BRC048370	3803E27306			
189	CARRIER A/H	XXXXXXXXXX			
190	561CP036-C	3996E16277			
191	38AK5007-501	0895G00176			
192	10A036506A	ENAM449111			
193	38CK036510	4793E04471			
194	38CK036510	4793E07767			
195	38CK036510	4796E04467			
196	38CK036510	4793E04448			
197	38CK036510	4793E04481			
198	38CK036510	4793E04478			
199	558DPX090000AAA	1395G30549			
200	38CK036510	4793E04453			
201	38CK036510	4793E04470			
202	38CK036510	4793E04459			
203	38CK036510	4793E04483			
204	38CK036510	4793E04483			
205	FA4ANF4042	4193A20208			
206	FA4ANF4042	4193A00740			
207	FA4ANF4042	4293A00738			
208	FA4ANF4042	4293A00738			

M. F.  
A/C Dept.  
February 6, 2011

EXHIBIT \_\_\_\_\_

## APPROVAL OF ECISD Technology E-Plan for Erate 14 2011-2012

### Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the ECISD Electronic "E" Plan for Erate 14 2011-2012.

### Rationale

All school districts are required to complete and file an electronic technology plan to TEA as part of the E-Rate application process. The ECISD Technology E-Plan includes the No Child Left Behind (NCLB) and E-rate requirements that must be met before the plan can be certified and approved by TEA. The plan must also meet most of the Texas Long Range Plan for Technology (LRPT) recommendations from the State. An ECISD District committee representing teachers, technology, administration, and the community met in October of 2009 to review and update our current goals, initiatives, and strategies in the existing plan. The committee submitted recommendations to comply with the NCLB and E-rate requirements and the Texas LRPT recommendations. The ECISD Technology E-Plan submitted for approval meets 100% of the NCLB and E-Rate requirements and 99% of the Texas LRPT recommendations. The E-Plan may be accessed from our District Website.

Please note: The E-rate application process requires that the District submit technology budget information documenting a commitment of local funds to pay for the District's portion of E-rate eligible technology initiatives. Be advised the budget information contained within the Eplan is 100% dependent upon the formal ECISD Budget Development process held yearly. These are projected expenditures used for planning purposes.

### User Department

This item was requested by Eduardo Javier Moreno/Director of Technology.


### Resource Personnel

Dr. René Gutiérrez  
Dr. Rebecca Morrison  
Sylvia Garcia  
Mario Salinas  
Eduardo Javier Moreno

Prepared by:

  
Eduardo Javier Moreno, Director of Technology

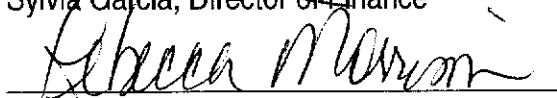
Approved by:

  
Mario H. Salinas, Asst. Supt./District Administration

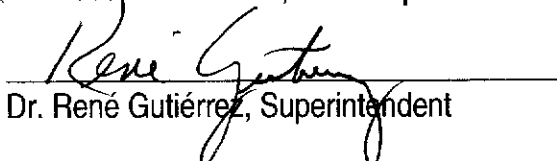
Within Budgetary Allocation:

  
Sylvia Garcia, Director of Finance

Approved by:

  
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Superintendent of Schools:

  
Dr. René Gutiérrez, Superintendent

**APPROVAL OF LETTER OF AGREEMENT FOR ERATE FY 14 2011-2012 INTERNET SERVICE PROVIDER**

**Superintendent's Recommendation**

Board of Trustees approves the request for Region One Internet Service Agreement for Erate 14 2011-2012.

**Rationale**

This request is to approve the quote for internet services from Region One. The District currently utilizes Region One's Internet Services for all employees and students of the District. The District is required to sign a new agreement with Region One for these services yearly. The Erate eligible portion for ISP services from Region One for Erate 14 2011-2012 will be \$40,800. The Erate ineligible portion for the content filter is \$3,900. The Erate 14 reimbursement percentage for the District is 89%.

The total Erate eligible (ISP services) and non-eligible (content filtering) award to this vendor will be \$44,700.

The purchasing method to be used for Internet Service Provider services to the ECISD is the Region One Cooperative.

**User Department**

This item was requested by Eduardo Javier Moreno of the Technology Department.

**Budgetary Information**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-11-6499-ER-999-011-011	Misc Oper Cost	321,720.00	18,156.00	97,044.00	206,520.00
	Grand Totals	321,720.00	18,156.00	97,044.00	206,520.00

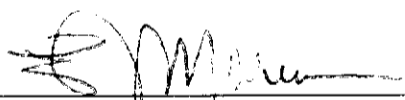
**Resource Personnel**

- Dr. René Gutiérrez
- Dr. Rebecca Morrison
- Sylvia García
- Mario Salinas
- Eduardo Javier Moreno

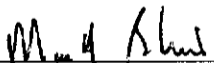
**Board Policy Reference**

This is in accordance with the Region One Education Services Requirements.

Prepared by:

  
 Eduardo Javier Moreno, Director of Technology

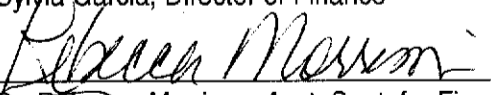
Approved by:

  
 Mario H. Salinas, Asst. Supt./District Administration

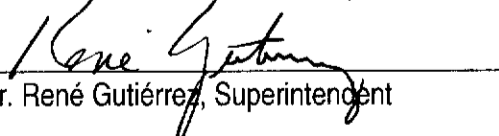
Within Budgetary Allocation:

  
 Sylvia García, Director of Finance

Approved by:

  
 Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Superintendent of Schools:

  
 Dr. René Gutiérrez, Superintendent

Erate 14, Form 470-11-B (45482000884846) – INTERNET ACCESS  
EVALUATION SUMMARY – NO RFP

Internet Service Provider (ISP)	Max Points	Cogent	Foremost	Region One	Telspiron	Comments
<b>BID AMOUNT</b>		\$50,600.00	\$70,800.00	\$40,800.00	\$31,668.00	
<b>TOTAL COST TO DISTRICT</b>		\$13,870.00	\$16,092.00	\$5,401.44	\$11,787.48	
Price	50	40	35	50	45	
Change to IP Infrastructure	10	5	5	10	5	Additional Fiber Circuit Required
References	20	20	20	20	10	Concerns with Technical Support
Meeting Specs and Overall ECISD Objectives	10	10	10	10	10	
<b>Total:</b>	<b>90</b>	<b>75</b>	<b>70</b>	<b>90</b>	<b>70</b>	<b>AWARDED VENDOR.</b>

Committee Members:

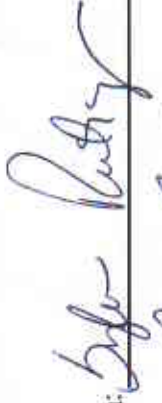
Eduardo J. Moreno:



Polo Andrade:



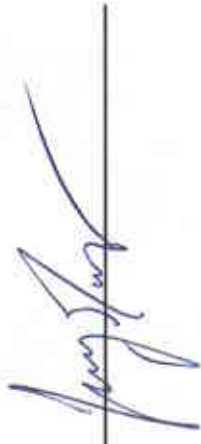
Sylvia Rutiaga:



Raul Hernandez:



Jerry L. Garza:



EXHIBIT

**APPROVAL OF RFP 11-89, E-RATE 14 (YEAR 2011) WEB HOSTING AND STUDENT E-MAIL SERVICES**

**Superintendent's Recommendation**

Board of Trustees approves the RFP #11-89 Web Hosting & Student E-Mail Services for the Erate FY 14 2011-2012 school year.

**Rationale**

Administration sought competitive sealed bids for the Web Hosting & Student E-Mail. The bid opening was held at the Administration building on February 11, 2011 at 2:00 P.M. where five (5) proposals were received and opened.

This is a request to approve the RFP #11-89 response from SchoolDesk for Web-hosting and Email Services. Web-hosting services, such as Schooldesk, provide our District with the opportunity standardize the process of development and maintenance of the District and Campus webpages. Using a web-hosted service standardizes not only the look, but the access to online District information and resources as well. The District received a total of five (5) proposals for evaluation for Web Hosting and Email Services. SchoolDesk was low bid and was awarded based on the overall services provided to the District. The service provider was selected based on the total score on the RFP Webhosting and Email rubric. The ECISD eligible discount average for all sites is 89% for Erate 14 (2011-2012).

**User Department**

This item was requested by Eduardo Javier Moreno of the Technology Department.

**Budgetary Information**

This purchase is contingent on approval of funds from the SLD and approval of the 2011-2012 budget.

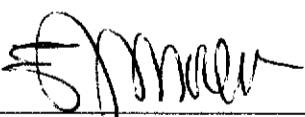
Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-11-6499-ER-999-111-011	Misc. Operating Costs	321,720.00	18,156.00	97,044.00	206,520.00
	Grand Totals	321,720.00	18,156.00	97,044.00	206,520.00

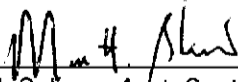
**Resource Personnel**

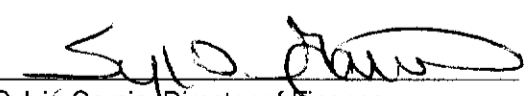
Dr. René Gutierrez  
 Dr. Rebecca Morrison  
 Sylvia García  
 Mario H. Salinas  
 Eduardo Javier Moreno

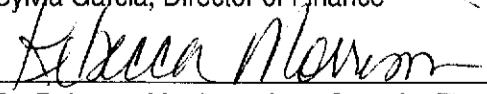
**Board Policy Reference**

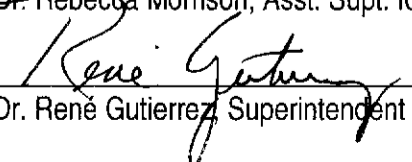
This is in accordance with board policy CH, purchasing law bidding requirements.

Prepared by:   
 Eduardo Javier Moreno, Director of Technology

Approved by:   
 Mario H. Salinas, Asst. Supt./District Administration

Within Budgetary Allocation:   
 Sylvia Garcia, Director of Finance

Approved by:   
 Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Superintendent of Schools:   
 Dr. René Gutierrez, Superintendent

**Notes for Bid Tabulation  
Erate 14-Year 2011-2012  
RFP 11-89 Webhosting Services**

1. **USER DEPARTMENT:** This bid was requested by the Technology Department. Mr. Eduardo Javier Moreno will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a single time purchase.
3. **BID EVALUATION:** This bid was evaluated by  
Eduardo J. Moreno/Director of Technology  
Sylvia Rutiaga/Coordinator of Instructional Technology  
Raul Hernandez/Erate Specialist  
Mark Micallef/Technology Training Specialist  
Sebastian Barron/Programmer

Final recommendations to the board are done by the Superintendent of Schools.

4. **ORDERING INFORMATION:** Technology Department will prepare purchase orders following Board of Trustee bid approval.
5. **UNIT PRICES:** Prices are good for the term of the contract.
6. **TOTAL ESTIMATED AWARD RECOMMENDATION:**

VENDOR	AWARD
SchoolDesk	Amount
<b>GRAND TOTAL</b>	<b>\$43,000</b>

7. **BID EVALUATION NOTES:**

A - Award recommendation to lowest overall and most advantageous bidder.

**ERATE 14, Form 470-11-A (780390000835989) — INTERNET ACCESS  
EVALUATION SUMMARY — RFP 11-89 Web Hosting and Student Email Services**

Web Hosting & Student Email Services	Max Points	SchoolDesk	SharpSchool	TH(i)NQ Ed	Gaggle.net	JIVE	Comments
Price	50	\$43,000.00	\$52,700.00	\$88,674.00	\$82,500.00	\$217,800.00	Gaggle & Jive: Email Only
Additional Features Available	10	50	45	40	35	30	
Integrated Solution	10	10	10	10	5	5	
Quality of Proposed Solution and Training Plan	10	8	10	10	5	5	
Vendor Met Specifications	10	8	10	10	5	5	
Meeting Overall ECISD Objectives	10	10	5	10	5	5	No References
<b>Total:</b>	<b>100</b>	<b>96</b>	<b>90</b>	<b>90</b>	<b>60</b>	<b>55</b>	<b>AWARDED VENDOR (Low Bid)</b>

**Committee Members:**

Eduardo J. Moreno:



Sylvia Rutiaga:



Mark Micallef:



Sebastian Barron:



Raul Hernandez:



**EXHIBIT**

**APPROVAL OF PURCHASE FOR ERATE FY 14 2011-2012 TELECOMMUNICATION SERVICES  
Phone Service**

**Superintendent's Recommendation**

That the Board of Trustees approve the purchase of month to month telecommunication services from Valley Telephone Cooperative, Southwestern Bell Company/AT&T, or other eligible vendor as needed for Erate 14 2011-2012.

The purchasing method used to secure pricing for the above mentioned telecommunication services is TEX-AN 2000 pricing through the State of Texas Department of Information Resources (DIR). TEX-AN 2000 is a planning and procurement network under DIR. It is a centralized telecommunications system that establishes voice and data planning and procurement standards for the State of Texas. The TEX-AN 2000 platform provides unified, scalable, redundant, flexible, and cost-effective networking solutions. Our pricing adheres to the TEX-AN 2000 cost and purchasing tables. It is an approved procurement method for telecommunication services in the State of Texas.

Southwestern Bell Company/ATT and Valley Telephone Cooperative are the ECISD primary telecommunication services provider as we currently hold (utility/tariff) month to month contracts with each service provider.

**User Department**

This item was requested by Eduardo Javier Moreno of the Technology Department.

**Budgetary Information**

The District will budget to spend \$200,000 in 2011-2012 for District-wide month to month telephone service.

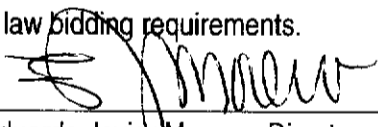
**Resource Personnel**

Dr. René Gutiérrez  
Dr. Rebecca Morrison  
Sylvia García  
Mario H. Salinas  
Eduardo Javier Moreno

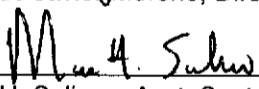
**Board Policy Reference**

This is in accordance with Board Policy purchasing law bidding requirements.

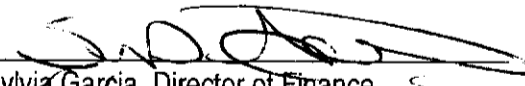
Prepared by:

  
Eduardo Javier Moreno, Director of Technology

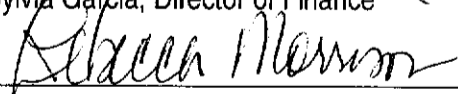
Approved by:

  
Mario H. Salinas, Asst. Supt./District Administration

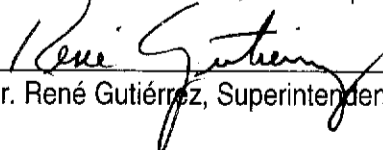
Within Budgetary Allocation:

  
Sylvia Garcia, Director of Finance

Approved by:

  
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Superintendent of Schools:

  
Dr. René Gutiérrez, Superintendent

ERATE 14, Form 470-11-A (780390000835989) — TELECOMMUNICATION SERVICES  
 EVALUATION SUMMARY — NO RFP

Basic Phone Lines	ATT	Foremost	SmartCom	Comments
Flat Rate (Monthly cost of a Basic Phone Line)	\$ 20.47	\$ 19.95	\$ 19.00	
PRI (Monthly cost)	\$ 602.00	\$ 500.00	\$ 550.00	

Basic Phone Lines	MAX POINTS	ATT	Foremost	SmartCom	Comments
Overall Price	50	40	45	50	
Local School District References	10	10	5	10	
Integrated Solution and Billing for Documentation	20	20	15	15	
Meeting Overall ECISD Objectives	20	20	10	10	AT&T provided Tex-AN 2000 Pricing.
<b>Total:</b>	<b>100</b>	<b>90</b>	<b>75</b>	<b>85</b>	<b>AWARDED VENDOR.</b>

Committee Members:

Eduardo J. Moreno:

*Eduardo J. Moreno*

Sylvia Rutiaga:

*Sylvia Rutiaga*

Jerry L. Garza:

*Jerry L. Garza*

Polo Andrade:

*Polo Andrade*

Raul Hernandez:

*Raul Hernandez*

EXHIBIT \_\_\_\_\_

**APPROVAL TO PURCHASE FOR ERATE FY 14 2011-2012 TELECOMMUNICATION SERVICES  
DATA CIRCUITS**

**Superintendent's Recommendation**

That the Board of Trustees approve the purchase of month to month telecommunication services from Valley Telephone Cooperative and Southwestern Bell Company/AT&T for Gigaman Circuits, T1-Lines, DS3 lines, and other data services as needed for Erate 14 2011-2012.

The purchasing method used to secure pricing for the above mentioned telecommunication services is TEX-AN 2000 pricing through the State of Texas Department of Information Resources (DIR). TEX-AN 2000 is a planning and procurement network under DIR. It is a centralized telecommunications system that establishes voice and data planning and procurement standards for the State of Texas. The TEX-AN 2000 platform provides unified, scalable, redundant, flexible, and cost-effective networking solutions. Our pricing adheres to the TEX-AN 2000 cost and purchasing tables. It is an approved procurement method for telecommunication services in the State of Texas.

Southwestern Bell Company/ATT and Valley Telephone Cooperative are the ECISD primary telecommunication services provider as we currently hold (utility/tariff) month to month contracts with each service provider.

**User Department**

This item was requested by Eduardo Javier Moreno of the Technology Department.

**Budgetary Information**

The District will budget \$700,000 in 2011-2012 for District-wide point to point data service.

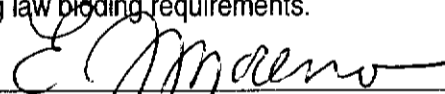
**Resource Personnel**

Dr. René Gutiérrez  
Dr. Rebecca Morrison  
Sylvia García  
Mario H. Salinas  
Eduardo Javier Moreno

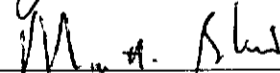
**Board Policy Reference**

This is in accordance with Board Policy purchasing law bidding requirements.

Prepared by:

  
Eduardo Javier Moreno, Director of Technology

Approved by:

  
Mario H. Salinas, Asst. Supt./District Administration

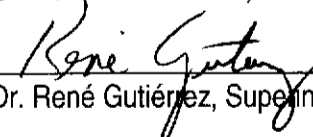
Within Budgetary Allocation:

  
Sylvia Garcia, Director of Finance

Approved by:

  
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Superintendent of Schools:

  
Dr. René Gutiérrez, Superintendent

ERATE 14, Form 470-11-A (78039000835989) — TELECOMMUNICATION SERVICES  
EVALUATION SUMMARY — NO RFP

Data Circuits	ATT	SmartCom	Comments
T1 (Monthly cost per circuit)	\$ 131.76	\$ 220.00	
Fiber (Monthly cost per circuit)	\$ 820.83	\$ 900.00	This cost is for NEW or RENEWAL SERVICES ONLY. Existing multi-year contracts will remain at established contract rates.

Data Circuits	Max Points	ATT	SmartCom	Comments
Overall Price	50	50	45	
Local School District References	10	10	10	
Integrated Solution and Billing for Documentation	20	20	20	
Meeting Overall ECISD Objectives	20	20	10	AT&T provided Tex-AN 2000 Pricing.
<b>Total:</b>	<b>100</b>	<b>100</b>	<b>85</b>	<b>AWARDED VENDOR.</b>

Committee Members:

Eduardo J. Moreno:



Sylvia Rutiaga:



Jerry L. Garza:



Polo Andrade:



Raul Hernandez:



EXHIBIT \_\_\_\_\_

**APPROVAL OF RFP 11-90 ERATE 14 (YEAR 2011) BASIC MAINTENANCE**

**Superintendent's Recommendation**

That the Board of Trustees approve the recommendation to accept the proposal for Erate 14 Year 2011-2012 Basic Maintenance

**Rationale**

The administration sought competitive sealed proposals for the technical support services, warranty of network hardware equipment, video conferencing equipment, video distribution equipment, and UPS equipment. All categories of service are indicated in the attached bid tabulation and the evaluation summary attached indicates Insight to be the overall advantageous vendor(s) to the district.

The proposal opening was held at the Central Administration Building on Monday, February 21, 2011 at 2 PM.

This request is to approve the RFP #11-90 for Basic Maintenance (equipment warranty and technical service/support) at the designated ECISD Erate eligible sites. The warranty and maintenance of Erate equipment is important in order to service and maintain connectivity for the following: on-line testing, curriculum-based software, administrative software, Internet, video-streaming, video-conferencing and video distribution.

The average District discount for Erate 11 is 89%.

**User Department**

This item was requested by Eduardo Javier Moreno, Director of Technology.

**Budgetary Information**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-11-6249-ER-999-111-000	Maint. & Repairs	3,151,732.00	5,488.52	340,287.40	2,805,956.08
	<b>TOTAL</b>	<b>3,151,732.00</b>	<b>5,488.52</b>	<b>340,287.40</b>	<b>2,805,956.08</b>

**Resource Personnel**


- Dr. Rene Gutierrez
- Dr. Rebecca Morrison
- Mario H. Salinas
- Sylvia D. Garcia
- Amaro Tijerina
- Eduardo Javier Moreno
- Claudina Longoria

**Board Policy Reference and Compliance**

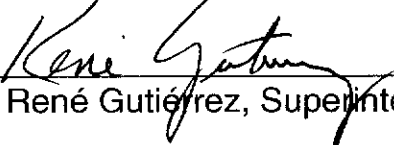
This is in compliance and in accordance with Board Policy CH (Legal), Purchasing Law Bidding Requirements.

Prepared by:   
 Eduardo Javier Moreno, Director of Technology

Approved by:   
 Mario H. Salinas, Asst. Supt./District Administration

Within Budgetary:   
 Allocations Sylvia Garcia, Director of Finance

Approved by:   
 Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Approved by:   
 Dr. René Gutierrez, Superintendent of Schools

**Notes for Bid Tabulation  
Erate 14-Year 2011-2012  
RFP 11-90 Basic Maintenance**

1. **USER DEPARTMENT:** This bid was requested by the Technology Department. Mr. Eduardo Javier Moreno will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a single time purchase.
3. **BID EVALUATION:** This bid was evaluated by  
Eduardo J. Moreno/Director of Technology  
Sylvia Rutiaga/Coordinator of Instructional Technology  
Jerry L. Garza/Coordinator of Administrative Technology  
Raul Hernandez/Erate Specialist  
Hipolito Andrade/Internet Network Security Specialist

Final recommendations to the board are done by the Superintendent of Schools.

4. **ORDERING INFORMATION:** Technology Department will prepare purchase orders following Board of Trustee bid approval.
5. **UNIT PRICES:** Prices are good for the term of the contract.
6. **TOTAL ESTIMATED AWARD RECOMMENDATION:**

VENDOR	AWARD
INSIGHT	Amount
<b>GRAND TOTAL</b>	<b>\$750,728.88</b>

7. **BID EVALUATION NOTES:**

A - Award recommendation to lowest overall and most advantageous bidder.

ERATE 14, Form 470-11-B (454820000884846) — BASIC MAINTENANCE  
EVALUATION SUMMARY — RFP 11-90 Basic Maintenance

Appendix A: Network Equipment Maintenance	Max Points	CMS	Insight	NetSync	Comments
Price		No Bid	\$ 378,514.92	\$ 668,674.10	
Vendor's Prior Experience in Erate Projects	40	No Bid	40	35	
Personnel Qualifications	20	No Bid	20	20	
Project Management Capability	10	No Bid	10	10	
Vendor Met RFP Specifications	10	No Bid	10	10	
Meeting the overall ECISD objective	10	No Bid	10	10	
<b>Total:</b>	<b>100</b>	<b>No Bid</b>	<b>100</b>	<b>95</b>	<b>AWARDED VENDOR.</b>

Appendix B: Technical Support Hours	Max Points	CMS	Insight	NetSync	Comments
Price		No Bid	\$ 205,000.00	\$ 220,000.00	
Vendor's Prior Experience in Erate Projects	40	No Bid	40	35	
Personnel Qualifications	20	No Bid	20	20	
Project Management Capability	10	No Bid	10	10	
Vendor Met RFP Specifications	10	No Bid	10	10	
Meeting the overall ECISD objective	10	No Bid	10	10	
<b>Total:</b>	<b>100</b>	<b>No Bid</b>	<b>100</b>	<b>95</b>	<b>AWARDED VENDOR.</b>

Appendix C: Video Conferencing Maintenance	Max Points	CMS	Insight	NetSync	Comments
Price		No Bid	\$ 68,526.00	No Bid	
Vendor's Prior Experience in Erate Projects	40	No Bid	40	No Bid	
Personnel Qualifications	20	No Bid	20	No Bid	
Project Management Capability	10	No Bid	10	No Bid	
Vendor Met RFP Specifications	10	No Bid	10	No Bid	
Meeting the overall ECISD objective	10	No Bid	10	No Bid	
<b>Total:</b>	<b>100</b>	<b>No Bid</b>	<b>100</b>	<b>No Bid</b>	<b>AWARDED VENDOR.</b>

Appendix D: Video Distribution Maintenance	Max Points	CMS	Insight	NetSync	Comments
Price		No Bid	\$ 9,454.98	No Bid	
Vendor's Prior Experience in Erate Projects	40	No Bid	40	No Bid	
Personnel Qualifications	20	No Bid	20	No Bid	
Project Management Capability	10	No Bid	10	No Bid	
Vendor Met RFP Specifications	10	No Bid	10	No Bid	
Meeting the overall ECISD objective	10	No Bid	10	No Bid	
<b>Total:</b>	<b>100</b>	<b>No Bid</b>	<b>100</b>	<b>No Bid</b>	<b>AWARDED VENDOR.</b>

ERATE 14, Form 470-11-B (454820000884846) -- BASIC MAINTENANCE  
 EVALUATION SUMMARY -- RFP 11-90 Basic Maintenance

Appendix E: UPS Warranty Recertification Maint	Max Points	CMS	Insight	NetSync	Comments
		\$ 148,632.00	\$ 89,232.98	\$ 66,785.50	
Price	40	30	35	40	*CMS does not currently support an enterprise level organization.
Vendor's Prior Experience in Erate Projects	20	15	20	20	
Personnel Qualifications	10	5	10	10	*Insight provided recertification option.
Project Management Capability	10	5	10	10	
Vendor Met RFP Specifications	10	5	10	5	*NetSync did not bid a recertification cost option.
Meeting the overall ECISD objective	10	5	10	5	
<b>Total:</b>	<b>100</b>	<b>65</b>	<b>95</b>	<b>90</b>	<b>AWARDED VENDOR.</b>
<b>GRAND TOTAL:</b>		<b>\$ 148,632.00</b>	<b>\$ 750,728.88</b>	<b>\$ 955,459.60</b>	<b>AWARDED VENDOR.</b>

Committee Members:

Eduardo J. Moreno:



Sylvia Rutiaga:



Jerry L. Garza:



Polo Andrade:



Raul Hernandez:



EXHIBIT

**APPROVAL OF FIRST READING OF TASB LOCALIZED BOARD POLICY UPDATE NO. 89**

**SUPERINTENDENT'S RECOMMENDATION:**

That the Board of Trustees approves First Reading of TASB Localized Policy Update No. 89.

**RATIONALE:**

School districts are required to maintain a current Localized Policy Manual. Update 89 addresses a variety of issues, with a key focus on the reorganization of the E Section addressing instruction. A new policy series has been created addressing alternative methods of earning credit, correspondence courses, credit by examination, and distance learning. Additionally, Update 89 includes material on admissions, assessments while in DAEP, physical education substitutions, adult education, school boards rights and responsibilities regarding appraisal district and school board member vacancies

The Local policies in Update 89 should be reviewed by the administration and the board to ensure that they reflect the current practices of the district. The Update makes reference to 37 Legal policies; 10 Local policies; 1 Cross-Index and 2 Tables of Contents. TASB has reviewed the districts local policies for compliance with the state's legal policies.

**PAPER IMPACT:**

This will require the printing of 100 packets for distribution.

**BUDGETARY INFORMATION:**

Not applicable.

**RESOURCE PERSONNEL:**

Dr. René Gutiérrez  
Maria Luisa Guerra  
Dr. Rebecca Morrison  
Mario H. Salinas

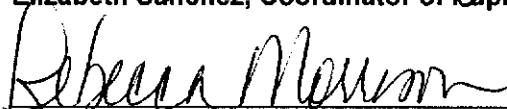
**BOARD POLICY REFERENCE AND COMPLIANCE:**

This item is in compliance and in accordance with policy BF (Legal) and BF (Local).

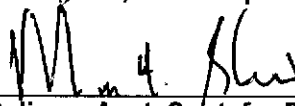
Prepared by:

  
Elizabeth Sanchez, Coordinator of Pupil Services

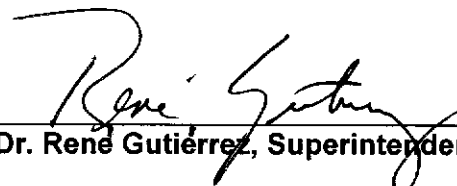
Approved by:

  
Dr. Rebecca Morrison, Asst. Supt. of Finance/Operations

  
Maria Luisa Guerra, Asst. Supt. for Instr./Support Services

  
Mario H. Salinas, Asst. Supt. for District Administration

Recommended by:

  
Dr. René Gutiérrez, Superintendent of Schools

# APPROVAL OF ARCHITECT CONTRACT FOR CAVAZOS ELEMENTARY REROOFING PROJECT

## Superintendent's Recommendation

That the Board of Trustees approves the Architect Contract for Cavazos Elementary Reroofing Project as recommended by Administration.

## Rationale

The Administration received Statement of Qualifications RFQ # 11-22 for Architects and Engineers on October 15, 2010 for Various Projects budgeted in the 2010-2011 fiscal year. The Administration evaluated and ranked the RFQ's and recommended **Amtech Building Science, Inc.** as being the most qualified and advantageous firm for this project at the last Board Meeting.

Attached is the negotiated fixed fee contract for **\$9,800** or about seven percent (7%) of construction cost for the outlined scope of work for this project. The project estimate cost is \$140,000.

The Facilities Committee has reviewed this item and recommended Board approval.

## Budgetary Information

Account Number	Appropriation	Encumbrance	Expenditure	Balance
199-81-6216-00-123-199	\$45,000.00	\$0.00	\$0.00	\$45,000.00

## Resource Personnel

Facilities Committee  
Mario Salinas  
Sylvia Garcia

Dr. Rene Gutiérrez  
Dr. Rebecca Morrison  
Robert Estrada


Prepared by:

  
Robert Estrada, District Architect

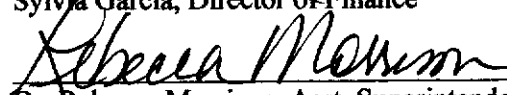
Approved by:

  
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary  
Allocations:

  
Sylvia Garcia, Director of Finance

Approved by:

  
Dr. Rebecca Morrison, Asst. Superintendent for Finance

Recommended by:

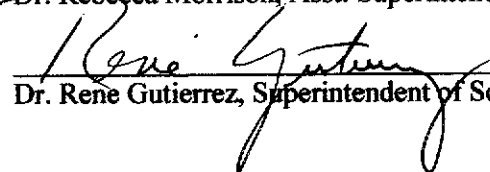
  
Dr. Rene Gutierrez, Superintendent of Schools

Exhibit \_\_\_\_\_, Pages \_\_\_\_\_

# AIA<sup>®</sup> Document B101<sup>™</sup> - 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the «Sixteenth» day of «February» in the year «Two Thousand and Eleven»  
(In words, indicate day, month and year.)

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

«Edinburg Consolidated School District»« »  
«101 N. 8th Street»  
«Edinburg, Texas 78539»  
«Ph: (956) 316-7543 Fax: (956) 316-7265»

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

«Amtech Building Sciences, Inc.»« »  
«2403 N. 10th St., Suite B, PMB #220»  
«McAllen, Texas 78501»  
«Ph: (956) 686-3095 Fax: (956) 686-2233»

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

«Cavazos Elementary School Roofing Repairs»  
«1501 W. Freddy Gonzalez Road  
Edinburg, Texas 78541»  
«  
Installation of New Wall Panels, Parapet Coping and Base Flashing and Repairs to the  
Built-up Roof and Metal Roof.»

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ELECTRONIC COPYING** of any portion of this AIA<sup>®</sup> Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B101<sup>™</sup> - 2007 (formerly B151<sup>™</sup> - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
User Notes: (1248019300)

1

**EXHIBIT**

**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:

« »

- .2 Substantial Completion date:

« »

**§ 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.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
User Notes: (1248019300)

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

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

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

§ 2.5 The Architect shall maintain the following insurance 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:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

« »

.2 Automobile Liability

« »

.3 Workers' Compensation

« »

.4 Professional Liability

« »

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

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and Includes Professional Consultation for the Repair of Designated Roof and Wall Surfaces at Cavazos Elementary School include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. No phase shall begin until all prior phases have been completed by the Architect and approved by the Owner unless the Owner gives its prior consent hereto.

§ 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.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
User Notes: (1246019300)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 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.

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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

---

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
User Notes: (1246019300)

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 assist the Owner in the development and preparation of (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.

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

#### § 3.5 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 The Architect shall assist the Owner in bidding the Project by

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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2527098098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019300)

5

**EXHIBIT**

§ 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.

**§ 3.5.3 NEGOTIATED PROPOSALS**

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

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

- .1 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.

§ 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. 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.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 EVALUATIONS OF THE WORK**

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

---

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
User Notes: (1248019300)

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, 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 exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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

---

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019303)

7

**EXHIBIT**

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 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.

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

**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to 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.

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

**§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall 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.

**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.)*

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

§ 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. 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.

§ 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:

- .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;
- .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;

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
User Notes: (1248019300)

- .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 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 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.

§ 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 « » ( « » ) 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
- .3 « » ( « » ) 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 « » ( « » ) inspections for any portion of the Work to determine final completion

§ 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.

#### 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 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.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019330)

10

**EXHIBIT**

§ 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 limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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.

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

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927096098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019300)

11

**EXHIBIT**

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 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 lowest bona fide bid or negotiated proposal, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, 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.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
User Notes: (1248619300)

12

**EXHIBIT**

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, 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.

§ 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.

§ 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.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other 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.

§ 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 binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019300)

13

**EXHIBIT**

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

*(Check the appropriate box. 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)

« »

### **§ 8.3 ARBITRATION**

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

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

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

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

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

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

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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019300)

14

**EXHIBIT**

~~§ 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.~~

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the 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.

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

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

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

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

§ 9.6 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.

§ 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.

§ 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 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.

§ 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 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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019300)

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

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

§ 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.

#### 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.)*

«Compensation for Basic Services shall be **\$ 9,800.00 (Fixed Fee)**

Basic compensation for the design, documentation and administration work for the roofing repairs shall be Seven percent (7%) of the Contract Sum plus reimbursables. In the event a contract for construction is not awarded for any reason, the Architect's compensation shall be in accordance with 11.6.»

§ 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 Architect	\$180.00 per hour
Architect/Registered Consultant	\$160.00 per hour
Project Manager	\$85.00 per hour
Registered Roof Observer	\$75.00 per hour
Registered Roof Observer (overtime)	\$112.50 per hour
CAD Designer	\$60.00 per hour
Clerical	\$40.00 per hour
Car Travel	\$0.55 per mile

Expenses are billed @ cost plus 10%

All Work over 8 hours per day is @ 1.5 x rate above»

§ 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.)*

«Principal Architect	\$180.00 per hour
Architect/Registered Consultant	\$160.00 per hour
Project Manager	\$85.00 per hour

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927998098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019300)

Registered Roof Observer	\$75.00 per hour
Registered Roof Observer (overtime)	\$112.50 per hour
CAD Designer	\$60.00 per hour
Clerical	\$40.00 per hour
Car Travel	\$0.55 per mile

Expenses are billed @ cost plus 10%  
All Work over 8 hours per day is @ 1.5 x rate 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 ( « » %), or as otherwise stated below:

«Principal Architect	\$180.00 per hour
Architect/Registered Consultant	\$160.00 per hour
Project Manager	\$85.00 per hour
Registered Roof Observer	\$75.00 per hour
Registered Roof Observer (overtime)	\$112.50 per hour
CAD Designer	\$60.00 per hour
Clerical	\$40.00 per hour
Car Travel	\$0.55 per mile

Expenses are billed @ cost plus 10%  
All Work over 8 hours per day is @ 1.5 x rate above»

§ 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	«Twenty-five»	percent (	«25»	%)
Design-Development-Phase	«Twenty-five»	percent (	«25»	%)
50% Contract Documents				
Construction Documents	«Twenty-five»	percent (	«25»	%)
Phase				
100% Contract Documents				
Bidding-or-Negotiation-Phase	«Five»	percent (	«5»	%)
Construction-Phase	«Twenty»	percent (	«20»	%)
Construction Administration				
<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.

§ 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.)*

«Principal Architect	\$180.00 per hour
Architect/Registered Consultant	\$160.00 per hour
Project Manager	\$85.00 per hour
Registered Roof Observer	\$75.00 per hour
Registered Roof Observer (overtime)	\$112.50 per hour
CAD Designer	\$60.00 per hour

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.

User Notes:

(1248019306)

17

**EXHIBIT**

Clerical	\$40.00 per hour
Car Travel	\$0.55 per mile

Expenses are billed @ cost plus 10%  
 All Work over 8 hours per day is @ 1.5 x rate above»

Employee or Category	Rate
----------------------	------

**§ 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 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .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;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «one and zero tenths» percent ( «1.0» %) of the expenses incurred.

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

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 of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of « » (\$ « » ) 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.)*

«As Approved by Law» % « »

§ 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.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
 User Notes: (1248619300)

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

«

**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.)*

« »

14.1 Fiduciary Responsibility

Client confirms that neither the architect nor any of the architect's subconsultants or subcontractors has offered any fiduciary service to the client and no fiduciary responsibility shall be owned to client by the architect or any of the architect's subconsultants or subcontractors, as a consequence of architect's entering into this agreement with client.

15.1 Texas Board of Architectural Examiners

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, Tel (512) 458-1363, has jurisdiction over individuals licensed under the Architect's Registration Law, Article 249a, Vernon's Civil Statutes.

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

**OWNER**

**ARCHITECT**

*(Signature)*

«David Torres,»«ECISD School Board President»

*(Printed name and title)*

*(Signature)*

«Michael D. Hovar,»«AIA, LEED AP»

*(Printed name and title)*

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 11:56:01 on 02/15/2011 under Order No.2927098098\_1 which expires on 05/04/2011, and is not for resale.  
User Notes: (1248019306)

19

**EXHIBIT**

# APPROVAL OF ENGINEER CONTRACT FOR ROBERT E. LEE ELEMENTARY PAVING IMPROVEMENT PROJECT

**Superintendent's Recommendation**

That the Board of Trustees approves the Engineer Contract for Robert E. Lee Elementary Paving Improvement Project as recommended by Administration.

**Rationale**

The Administration received Statement of Qualifications RFQ # 11-22 for Architects and Engineers on October 15, 2010 for Various Projects budgeted in the 2010-2011 fiscal year. The Administration evaluated and ranked the RFQ's and recommended **Rio Delta Engineering** as being the most qualified and advantageous firm for this project at the last Board Meeting.

Attached is the negotiated fixed fee contract for **\$17,259** or about ten percent (10%) of construction cost for the outlined scope of work for this project. The project estimate cost is \$172,590.

The 2010-2011 Budget for this project is \$220,000.

The Facilities Committee has reviewed this item and recommended Board approval.

**Budgetary Information**

Account Number	Appropriation	Encumbrance	Expenditure	Balance
199-81-6216-00-107-199	\$20,000.00	\$0.00	\$0.00	\$20,000.00

**Resource Personnel**

Facilities Committee	Dr. Rene Gutiérrez
Mario Salinas	Dr. Rebecca Morrison
Sylvia Garcia	Robert Estrada

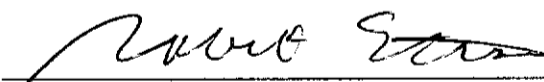
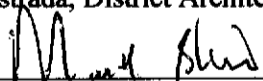
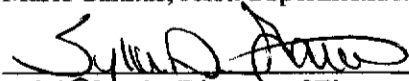
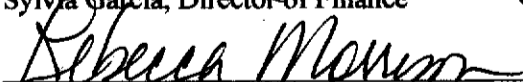
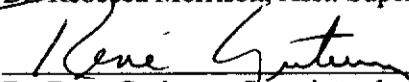
Prepared by:	 Robert Estrada, District Architect
Approved by:	 Mario Salinas, Asst. Superintendent for District Administration
Within Budgetary Allocations:	 Sylvia Garcia, Director of Finance
Approved by:	 Dr. Rebecca Morrison, Asst. Superintendent for Finance
Recommended by:	 Dr. Rene Gutierrez, Superintendent of Schools

Exhibit \_\_\_\_\_, Pages \_\_\_\_\_

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

Prepared by

**EJCDC**   
ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

---

**EXHIBIT** \_\_\_\_\_

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

#### **SPECIAL NOTE ON USE OF THIS FORM**

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2009 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

---

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

---

**EXHIBIT** \_\_\_\_\_

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

Edinburg Consolidated Independent School District (“Owner”)

and

Rio Delta Engineering (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Robert E. Lee Elementary School Paving Improvements (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

Refer to Appendix "2"

*[Describe scope of services, or refer to an attachment. See Exhibit A, EJCDC E-500, for an example of a full scope of engineering services.]*

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: [Here insert any specific completion date, or the time for completion in days, weeks, or months from the Effective Date].     45 days
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 6 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

---

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.

Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

Page 1

---

**EXHIBIT** \_\_\_\_\_

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

  - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. A Lump Sum amount of \$ 17,259.22. **(Fixed Fee)**
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

[or]

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
  2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  3. The total compensation for services and reimbursable expenses is estimated to be \$\_\_\_\_\_.

[or]

7.01 *Basis of Payment—Percentage of Construction Cost*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to \_\_\_\_\_ percent of the cost to construct the work designed or specified by the Engineer ("Construction Cost"). This amount includes compensation for Engineer's Services and services of Engineer's consultants, if any. The percentage of Construction Costs noted herein accounts for labor, overhead, profit, and reimbursable expenses.
  2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed:
    - a. For work designed or specified by Engineer and incorporated in the completed Project, the actual final cost of the work performed by Contractor.
    - b. For work designed or specified by Engineer but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal or contractor's estimate for such work.
    - c. For work designed or specified but not constructed, upon which no bid, proposal, or estimate is received, Engineer's most recent opinion of probable Construction Cost.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

[or]

7.01 *Basis of Payment—Direct Labor Costs Times Factor, Plus Reimbursables*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor of \_\_\_\_\_ for services of Engineer's employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.
2. The total compensation for services and reimbursable expenses is estimated to be \$\_\_\_\_\_.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates [Exclude Appendix 1, Engineer's Standard Hourly Rates, only if hourly rates are not to be used for either basic compensation (Paragraph 7.01) or additional services (Paragraph 7.02)]

[Itemize any other attachments that will be part of the Agreement].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

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

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

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEER:

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

Title: Owner/President

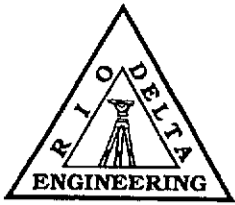
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate  
Number: 90156

State of: Texas

Address for giving notices:

921 South 10th  
Eldorado, TX 78539  
\_\_\_\_\_  
\_\_\_\_\_



**RIO DELTA ENGINEERING**  
 CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT  
 TEXAS REGISTERED ENGINEERING FIRM F-7628

**Hourly Fee Schedule**

---

Licensed Professional Engineer	\$ 125.00 /hour
Engineer-In-Training	\$ 100.00 /hour
Graduate Engineer	\$ 85.00 /hour
CADD Technician	\$ 70.00 /hour
Clerical	\$ 30.00 /hour
Resident Project Representative	\$ 25.00 /hour
Registered Land Surveyor	\$ 100.00 /hour
2-man Crew	\$ 100.00 /hour
3-man Crew	\$ 125.00 /hour

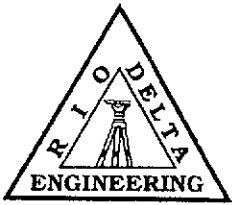
**General Fees for Construction Projects**

---

Subdivision/Land Development	\$7,500.00 administrative fee, plus 10% of the estimated construction costs for engineering (includes application submittal, attending meetings, coordinating with private utilities, making weekly site visits, and reviewing pay requests).
Civil Construction Project	10% of projected costs, including survey, design, bidding, construction management, contract administration, weekly inspection, and meetings. Does not include Resident Project Representative.

921 S. 10th • Edinburg, Texas 78539 • Phone: (956) 380-5152 • Fax: (956) 380-5083

**EXHIBIT** \_\_\_\_\_



**RIO DELTA ENGINEERING**  
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT  
TEXAS REGISTERED ENGINEERING FIRM F-7628

## **Appendix 2**

### **Robert E. Lee Elementary School Paving Improvements**

Proposed scope of work by Rio Delta Engineering would consist of the following:

- Provide a topographical survey of the proposed improvements sites.
- Provide a site grading and detention plan for the proposed improvements.
- Provide construction plans for the proposed improvements.
- Provide construction staking and cuts for the proposed improvements.
- Provide Bid Documents for the proposed project.
- Provide periodical site visits and inspections of the proposed improvements during construction.
- Provide construction progress reports as needed.
- Administer pay requests for the project.
- Provide as-built drawings of the improvements after completion.

921 S. 10th • Edinburg, Texas 78539 • Phone: (956) 380-5152 • Fax: (956) 380-5083

**EXHIBIT** \_\_\_\_\_

# APPROVAL OF ENGINEER CONTRACT FOR STADIUM LIGHTING AT BARRIENTES MIDDLE SCHOOL AND CATS STADIUM

**Superintendent's Recommendation**

That the Board of Trustees approves the Engineer Contract for Stadium Lighting at Barrientes Middle School and Cats Stadium as recommended by Administration.

**Rationale**

The Administration received Statement of Qualifications RFQ # 11-22 for Architects and Engineers on October 15, 2010 for Various Projects budgeted in the 2010-2011 fiscal year. The Administration evaluated and ranked the RFQ's and recommended **DBR Engineering Consultants** as being the most qualified and advantageous firm for this project at the last Board Meeting.

Attached is the negotiated fixed fee contract for \$20,700 or about nine percent (9%) of construction cost for the outlined scope of work for this project. The project estimate cost is \$230,000.

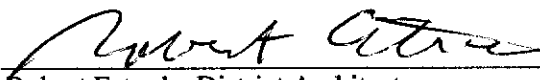
The Facilities Committee has reviewed this item and recommended Board approval.

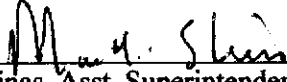
**Budgetary Information**


Account Number	Appropriation	Encumbrance	Expenditure	Balance
199-81-6216-00-046-199	\$ 7,000.00	\$0.00	\$0.00	\$ 7,000.00
199-81-6216-00-873-199	\$20,000.00	\$0.00	\$0.00	\$20,000.00

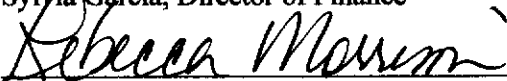
**Resource Personnel**

Facilities Committee	Dr. Rene Gutiérrez
Mario Salinas	Dr. Rebecca Morrison
Sylvia Garcia	Robert Estrada

Prepared by:   
Robert Estrada, District Architect

Approved by:   
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations:   
Sylvia Garcia, Director of Finance

Approved by:   
Dr. Rebecca Morrison, Asst. Superintendent for Finance

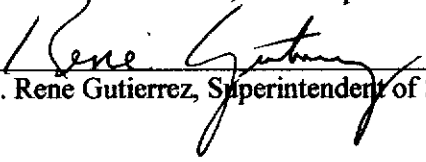
Recommended by:   
Dr. Rene Gutierrez, Superintendent of Schools

Exhibit \_\_\_\_\_, Pages \_\_\_\_\_

# AIA Document B101™ - 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-Third day of February in the year Two Thousand and Eleven  
(In words, indicate day, month and year.)

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

Edinburg Consolidated Independent School District  
101 N. 8th Street  
Edinburg, Texas 78539  
Ph: (956) 316-7543 Fax: (956) 316-7265

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

DBR Engineering Consultants, Inc.  
7001 North 10th Street, Suite 204  
McAllen, Texas 78504  
Ph: (956) 683-1640 Fax: (956) 683-1903

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

Cats Stadium, 310 E. Palm Drive, Edinburg, Texas 78539  
Barrientes Middle School, 1110 E. Ebony Lane, Edinburg, Texas 78539

Structural Study and Professional Engineering Services for light poles at Barrientes Field  
and MEP services for lighting at Cats Stadium.

The Owner and **Architect**Engineer 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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.  
User Notes: (861037389)

1

**EXHIBIT** \_\_\_\_\_

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT ENGINEER'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT ENGINEER'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/Engineer's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Consultant: Solorio and Associates, Owner's Budget for the Cost of the Work is estimated to be \$230,000, Procurement Method: Request for Proposal: ECISD Authorized Representative: Robert Estrada.

§ 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:

« »

- .2 Substantial Completion date:

« »

§ 1.3 The Owner and Architect Engineer 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 Engineer shall appropriately adjust the schedule, the Architect Engineer's services and the Architect Engineer's compensation.

ARTICLE 2 ARCHITECT ENGINEER'S RESPONSIBILITIES

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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale. User Notes: (861037389)

§ 2.2 The Architect Engineer shall perform its services consistent with the professional skill and care ordinarily provided by architect engineer practicing in the same or similar locality under the same or similar circumstances. The Architect Engineer 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 Engineer shall identify a representative authorized to act on behalf of the Architect Engineer with respect to the Project.

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

§ 2.5 The Architect Engineer 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 Engineer normally maintains, the Owner shall reimburse the Architect Engineer for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$1,000,000 occurrence
- .2 Automobile Liability  
\$1,000,000 CSL (combined single limits)
- .3 Workers' Compensation  
\$1,000,000 each accident
- .4 Professional Liability  
\$2,000,000 occurrence

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

§ 3.1 The Architect Engineer's Basic Services consist of those described in Article 3 and includes Structural Study and Professional Engineering Services for light poles at Barrientes Field and MEP Services for lighting at Cats Stadium ~~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 Engineer shall manage the Architect Engineer'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 Engineer's shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect Engineer 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 Engineer shall provide prompt written notice to the Owner if the Architect Engineer 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 Engineer shall submit for the Owner's approval a schedule for the performance of the Architect Engineer'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 Engineer or Owner. With the Owner's approval, the Architect Engineer shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.  
User Notes: (861037389)

§ 3.1.4 The Architect Engineer shall not be responsible for an Owner's directive or substitution made without the Architect Engineer's approval.

§ 3.1.5 The Architect Engineer 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 Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, 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~~

---

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No. 1163076403\_1 which expires on 08/15/2011, and is not for resale. User Notes: (861037389)

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 Engineer 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 Engineer 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 Engineer shall assist the Owner in the development and preparation of (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 Engineer 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 Engineer shall update the estimate for the Cost of the Work.

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

#### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

##### **§ 3.5.1 GENERAL**

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

##### **§ 3.5.2 COMPETITIVE BIDDING**

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

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

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

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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.

User Notes:

(861037389)

5

**EXHIBIT**

### § 3.5.3 NEGOTIATED PROPOSALS

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

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

- ~~1 — 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.~~

~~§ 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 Engineer 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. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect Engineer's services under this Agreement unless the Owner and the Architect Engineer amend this Agreement.~~

~~§ 3.6.1.2 The Architect Engineer shall advise and consult with the Owner during the Construction Phase Services. The Architect Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect Engineer 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 Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect Engineer shall be responsible for the Architect Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.1.3 Subject to Section 4.3, the Architect Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect Engineer issues the final Certificate for Payment.~~

#### § 3.6.2 EVALUATIONS OF THE WORK

~~§ 3.6.2.1 The Architect Engineer 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 Engineer 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 Engineer 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 Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect Engineer considers it necessary or advisable, the Architect Engineer shall have the 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 Engineer 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 Engineer 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 Engineer 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 Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No. 1163076403\_1 which expires on 08/15/2011, and is not for resale.  
User Notes: (861037389)

§ 3.6.2.4 Interpretations and decisions of the Architect Engineer 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 Engineer 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 Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect Engineer 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 Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect Engineer's certification for payment shall constitute a representation to the Owner, based on the Architect Engineer'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 Engineer'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 Engineer.

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

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

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect Engineer'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 Engineer's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect Engineer-approved submittal schedule, the Architect Engineer 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 Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect Engineer'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 Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Architect Engineer 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 Engineer. The Architect Engineer 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 Architect Engineer shall review and respond to requests for information about the Contract Documents. The Architect Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.

User Notes:

[861037389]

7

**EXHIBIT**

statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect Engineer'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 Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect Engineer 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 Engineer may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**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.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6 Building information modeling		

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.  
User Notes: (861037389)

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

§ 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. 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.

§ 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:

- .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;
- .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 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.

User Notes:

(861037389)

9

EXHIBIT

- ~~.10~~ — Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or
- ~~.11~~ — Assistance to the Initial Decision Maker, if other than the Architect.

~~§ 4.3.2~~ 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 these 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.

~~§ 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~~ — ~~« » ( « » )~~ 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
- ~~.3~~ — ~~« » ( « » )~~ 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~~ — ~~« » ( « » )~~ inspections for any portion of the Work to determine final completion

~~§ 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.

#### 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 15 days after receipt of a written request from the Architect Engineer, the Owner shall furnish the requested information as necessary and relevant for the Architect Engineer 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 Engineer. The Owner and the Architect Engineer 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 Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the architect engineer's services.

~~§ 5.4~~ The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.

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 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.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect Engineer. Upon the Architect Engineer'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 Engineer to furnish them as an Additional Service, when the Architect Engineer 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 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 Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect Engineer'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 Engineer's consultants through the Architect Engineer about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect Engineer of any direct communications that may affect the Architect Engineer's services.

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

§ 5.12 The Owner shall provide the Architect Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect Engineer 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 to construct all elements of the Project designed or specified by the Architect Engineer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect Engineer, 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 Engineer, represent the Architect Engineer's judgment as a design professional. It is recognized, however, that neither the Architect Engineer 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 Engineer cannot and does not warrant or represent that bids or negotiated

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.  
User Notes: (861037389)

11

EXHIBIT

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 Engineer.

§ 6.3 In preparing estimates of the Cost of Work, the Architect Engineer 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 Engineer'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 Engineer shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect Engineer submits the Construction Documents to the Owner, through no fault of the Architect Engineer, 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 Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect Engineer 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 Engineer in making such adjustments.

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect Engineer, 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 Engineer, 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 Engineer's modification of the Construction Documents shall be the limit of the Architect Engineer's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect Engineer 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 Engineer 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 Engineer and the Architect Engineer'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 Engineer and the Architect Engineer's consultants.

§ 7.3 Upon execution of this Agreement, the Architect Engineer grants to the Owner a nonexclusive license to use the Architect Engineer'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 Engineer shall obtain similar nonexclusive licenses from the Architect Engineer'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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.11630/6403\_1 which expires on 08/15/2011, and is not for resale.

User Notes:

(861037389)

12

**EXHIBIT**

the Architect Engineer rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other 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 Engineer waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect Engineer 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 Engineer, 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 Engineer and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect Engineer 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.

§ 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.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.

User Notes:

(861037389)

13

**EXHIBIT**

§ 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 Engineer 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)

« »

### § 8.3 ARBITRATION

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

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

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

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

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

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

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

~~§ 8.3.4.3 The Owner and Architect Engineer 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 Engineer under this Agreement.~~

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect Engineer'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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No. 1163076403\_1 which expires on 08/15/2011, and is not for resale.

User Notes:

(861037389)

14

EXHIBIT

suspension of services, the Architect Engineer 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 Engineer shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect Engineer's services. The Architect Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect Engineer, the Architect Engineer 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.

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

§ 9.8 The Owner's rights to use the Architect Engineer'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 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.

§ 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 Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect Engineer 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 Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No. 1163076403\_1 which expires on 08/15/2011, and is not for resale.  
User Notes: (861037389)

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

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

§ 10.8 If the Architect Engineer 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.

**ARTICLE 11 COMPENSATION**

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

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

**Fixed Sum of Twenty Thousand Seven Hundred Dollars (\$20,700.00)**

§ 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.)*

« »

§ 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.)*

« »

§ 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 ( « » %), 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	n/a	percent (	n/a	%)
Design Development Phase	n/a	percent (	n/a	%)
Construction Documents Phase	Seventy-Five	percent (	75	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No. 1163076403\_1 which expires on 08/15/2011, and is not for resale.

User Notes:

(861037389)

the Cost of the Work for such portions of the Project. The Architect Engineer shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect Engineer and the Architect Engineer's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect Engineer's and Architect Engineer's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Partner	\$180.00 per hour
Project Manager	\$140.00 per hour
Senior Engineer	\$120.00 per hour
Engineer/Sr. Designer	\$110.00 per hour
Construction Administration Designer	\$90.00 per hour
CAD Operator	\$80.00 per hour
Administrative	\$60.00 per hour

Employee or Category	Rate
----------------------	------

§ 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 Engineer and the Architect Engineer's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect Engineer'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 Engineer's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

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

If the Owner terminates the Architect Engineer for its convenience under Section 9.5, or the Architect Engineer terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect Engineer's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 PAYMENTS TO THE ARCHITECT ENGINEER

§ 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 Engineer's invoice. Amounts unpaid Thirty (30)

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale. User Notes: (861037389)

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 Engineer.  
(Insert rate of monthly or annual interest agreed upon.)

As approved by law, % « »

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

« »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect Engineer 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 Engineer.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect Engineer
- .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**

**ARCHITECT**

\_\_\_\_\_  
(Signature)  
David Torres, ECISD School Board President  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
Brian C. Uhlrich, P.E., LEED AP, Partner  
\_\_\_\_\_  
(Printed name and title)

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:46:21 on 02/22/2011 under Order No.1163076403\_1 which expires on 08/15/2011, and is not for resale.  
User Notes: (861037389)

**APPROVAL OF ENGINEER CONTRACT FOR LINCOLN  
ELEMENTARY, MONTE CRISTO ELEMENTARY AND EDINBURG  
NORTH BUS DRIVE PARKING LOT IMPROVEMENTS**

**Superintendent's Recommendation**

That the Board of Trustees approves the Engineer Contract for Lincoln Elementary, Monte Cristo Elementary and Edinburg North Bus Drive Parking Lot Improvements as recommended by Administration.

**Rationale**

The Administration received Statement of Qualifications RFQ # 11-22 for Architects and Engineers on October 15, 2010 for Various Projects budgeted in the 2010-2011 fiscal year. The Administration evaluated and ranked the RFQ's and recommended **SDI Engineering** as being the most qualified and advantageous firm for this project at the last Board Meeting.

Attached is the negotiated fixed fee contract for **\$11,000** or about ten percent (10%) of construction cost for the outlined scope of work for this project. The project estimate cost is \$110,000.

This ranking was used for both Robert E. Lee Paving Improvements and District Paving Improvements. The number one ranked firm went to Robert E. Lee and the number two ranked firm went to the District Paving Improvements.

The 2010-2011 Budget for this project is \$100,000.

The Facilities Committee has reviewed this item and recommended Board approval.

**Budgetary Information**

Account Number	Appropriation	Encumbrance	Expenditure	Balance
199-51-6216-02-935-199	\$112,600.00	\$0.00	\$0.00	\$112,600.00

**Resource Personnel**

Facilities Committee	Dr. Rene Gutiérrez
Mario Salinas	Dr. Rebecca Morrison
Sylvia Garcia	Robert Estrada

Prepared by: Robert Estrada  
Robert Estrada, District Architect

Approved by: Mario Salinas  
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations: Sylvia Garcia  
Sylvia Garcia, Director of Finance

Approved by: Rebecca Morrison  
Dr. Rebecca Morrison, Asst. Superintendent for Finance

Recommended by: Rene Gutierrez  
Dr. Rene Gutierrez, Superintendent of Schools

Exhibit \_\_\_\_\_, Pages \_\_\_\_\_

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

Prepared by

**EJCDC**   
**ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

---

**EXHIBIT** \_\_\_\_\_

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

**SPECIAL NOTE ON USE OF THIS FORM**

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2009 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

---

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

---

**EXHIBIT** \_\_\_\_\_

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date")  
between

Edinburg Consolidated Independent School District (ECISD) ("Owner")

and

SDI Engineering, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Paving Improvements for Edinburg North High School, Monte Cristo Elementary  
and Lincoln Elementary School ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See Attached Scope of Services (Attachment A)

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: 45 Calendar Days
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 6 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

  - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 11,000.00 **(Fixed Fee)**

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix I.

Attachments: Appendix 1 - Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

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

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ENGINEER:

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

Title: President

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

Engineer License or Firm's Certificate

Number: F-13016

State of: Texas

Address for giving notices:

3515 N. Sugar Road, Pharr, Texas 78577

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

Appendix 1, Standard Hourly Rates Schedule  
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.  
Page 1

---

**EXHIBIT** \_\_\_\_\_

**BASIC SCOPE OF SERVICES:**

***PLANNING AND PRELIMINARY DESIGN (ALL SITES):***

- Prepare field topographic surveys (necessary to determine proper drainage/improvements)
- Identify areas of pavement repair, pavement re-claiming, pavement re-construction
- Prepare preliminary cost estimates for phased construction of projects
- Prepare cost alternatives for consideration by Staff

***FINAL ENGINEERING DESIGN PHASE:***

- Prepare Construction Plans and Specification for:
  - Proposed Site Paving Repairs (per Site)
  - Proposed Site Paving Re-Claims (per Site)
  - Proposed Site Paving Re-Construction (per Site)
- Prepare Final Construction Cost Estimate for Paving Improvements

***CONSTRUCTION PHASE SERVICES***

- Provide Procurement Services for construction
- Provide responses to Contractor's Request for Information
- Provide periodic construction site observations
- Review Contractor's Submittals
- Prepare Construction Progress Reports

***EXISTING CONDITIONS***

- Owner shall furnish SDI Engineering with the following:
  - Existing Boundary Survey (digital format)
  - Geotechnical evaluation & report (if available)
  - Environmental assessment reports (if available)
  - Other pertinent information as it becomes available

**ADDITIONAL SERVICES (OPTIONAL):**

***PLANNING AND PRELIMINARY DESIGN (LINCOLN ELEMENTARY SITE):***

- Circulation Re-Route Study for Pickup/Dropoff
- Coordinate with School and City Staff to propose changes to configuration of public streets
- Coordinate improvements with the Safe Routes to School Program
- Prepare conceptual plan for paving improvements considering circulation re-route, including cost estimate (Lincoln Site Only)

Appendix 1

SDI Engineering, LLC, Hourly Rates for Engineering Consulting Services

1. Engineering Services

<i>PERSONNEL</i>	<i>RATE PER HOUR (\$)</i>
<b><u>Engineering</u></b>	
<i>Principal (P.E.)</i>	\$ 110.00
<i>Project Engineer (P.E.)</i>	\$ 95.00
<i>Engineer in Training (E.I.T.)</i>	\$ 80.00
<i>Sr. Engineering Technician</i>	\$ 70.00
<i>CAD Technician</i>	\$ 45.00
<i>Administrative Clerk</i>	\$ 35.00
<i>Clerk</i>	\$ 30.00
<i>ROW / Easement Specialist</i>	\$ 55.00
<i>Project Inspector</i>	\$ 50.00
<b><u>Surveying</u></b>	
<i>Three-Man Party</i>	\$ 105.00
<i>Two-Man Party</i>	\$ 85.00
<i>GPS Party</i>	\$ 135.00
<i>RPLS</i>	\$ 100.00
<i>Technician</i>	\$ 50.00

**EXHIBIT** \_\_\_\_\_

# APPROVAL OF SCHEMATIC DESIGN FOR GROUP E - ROBERT VELA HIGH SCHOOL & SCIENCE WING ADDITION

**Superintendent's Recommendation**

That the Board of Trustees approves the Schematic Design for Group E – Robert Vela High School & Science Wing Addition as prepared by Broaddus & Associates.

**Rationale**

Broaddus and Associates has facilitated a series of “programming” and “schematic design” meetings between Milnet Architectural Services (assigned to the RVHS Renovations Project) and the ECISD Administration, School Principals, and Department Heads in order to develop a schematic design concept to bring to the ECISD Facilities Committee for their consideration.

Broaddus and Associates is satisfied that the architects have arrived at a design that meets both the requirements of the original building program, the items that have been added by the Board of Trustees, as well as some of the excellent suggestions and recommendations brought forward by participants during our programming / schematic design meetings.

Broaddus and Associates respectfully requests that the Board of Trustees approve the Schematic Design and allow the Architect to proceed to the Design Development and Construction phases of the project. A Guaranteed Maximum Price proposal (GMP) will be presented to the Board of Trustees for their consideration at or near the completion of the Construction Documents for this project.

The Facilities Committee has reviewed this item and recommended Board approval.

**Budgetary Information**


Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6629-00-006-199	\$863,775.00	\$ 10,000.00	\$ 0.00	\$853,775.00

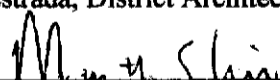
**Resource Personnel**

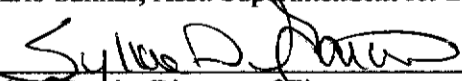
Facilities Committee	Dr. Rene Gutiérrez
Mario Salinas	Dr. Rebecca Morrison
Sylvia Garcia	Robert Estrada

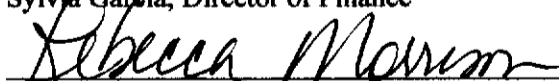
**Board Policy Reference**

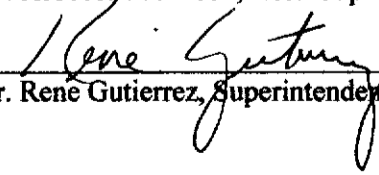
This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by:   
 Robert Estrada, District Architect

Approved by:   
 Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations:   
 Sylvia Garcia, Director of Finance

Approved by:   
 Dr. Rebecca Morrison, Asst. Superintendent for Finance

Recommended by:   
 Dr. Rene Gutierrez, Superintendent of Schools

**BROADDUS  
& ASSOCIATES**  
*INTEGRATED PROJECT MANAGEMENT AND CONSTRUCTION*

03/02/2011

Dr. Rene Gutierrez, Ed.D.  
Superintendent of Schools  
Edinburg Consolidated Independent School District  
411 N. 8<sup>th</sup> St.  
Edinburg, TX 78541

Re: ECISD 2008 Bond Program  
Robert Vela High School (Harwell) Renovations & Science Wing Addition  
Schematic Design Presentation

Dear Mr. Gutierrez:

Broaddus & Associates has facilitated a series of “programming” and “schematic design” meetings between Milnet Architectural Services (assigned to the RVHS Renovations Project) and the ECISD Administration, School Principals, and Department Heads in order to develop a schematic design concept to bring to the ECISD Facilities Committee for their consideration.

Broaddus and Associates is satisfied that the architects have arrived at a design that meets both the requirements of the original building program, the items that have been added by the Board of Trustees, as well as some of the excellent suggestions and recommendations brought forward by participants during our programming / schematic design meetings.

Broaddus & Associates respectfully requests that the Board of Trustees approve the Schematic Design and allow the Architects to proceed to the Design Development and Construction Documentation phases of the project. A Guaranteed Maximum Price proposal (GMP) will be presented to the Board of Trustees for their consideration at or near the completion of the Construction Documents for this project.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, FAIA  
Senior Project Manager

FN: 110302 ECISD RVHS SD Recommendation Letter.docx

1100 E. Jasmine Ave. ♦ McAllen, Texas 78501 ♦ Phone: (956) 688-2307 ♦ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ Fax: (512) 329-8242

**EXHIBIT** \_\_\_\_\_



Edinburg  
Architectural  
Services  
MEMBER SERVICE OF PROFESSION

PRELIMINARY  
S.D. SET

# EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ROBERT VELA HIGH SCHOOL SCHEMATIC DESIGN SET

ROBERT VELA HIGH SCHOOL  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG CONSOLIDATED  
EDINBURG, TX

PROJECT NUMBER  
28038  
DATE  
FEBRUARY 18, 2011  
PRELIMINARY

S H E E T  
A0.0  
OF

### INDEX OF DRAWINGS:

A0.0	INDEX/LEGEND SHEET
A5.0.0	EXISTING SITE PLAN
AS1.0	PROPOSED SITE PLAN
AS1.1	ENLARGED SITE PLAN
AS1.2	ENLARGED SITE PLAN
AS1.3	ENLARGED SITE PLAN
AS1.4	ENLARGED SITE PLAN
D1.0	DEMOLITION PLAN
D1.1	ENLARGED DEMO PLAN
D1.2	ENLARGED DEMO PLAN
D1.3	ENLARGED DEMO PLAN
D1.4	ENLARGED DEMO PLAN
A1.0	FLOORPLAN
A1.1	ENLARGED FLOORPLAN
A1.1.1	PROPOSED SCIENCE LABS
A1.1.2	ADMINISTRATION ENLARGED
A1.2	ENLARGED FLOORPLAN
A1.3	ENLARGED FLOORPLAN
A1.4	ENLARGED FLOORPLAN
A2.0	EXTERIOR ELEVATIONS

### PROJECT CONTACTS

OWNER:	EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, EDINBURG, TX, 78539
ARCHITECT:	EDY MOJICA, AIA MILLET ARCHITECTURAL SERVICES (956) 588-5856 (956) 687-9289 FAX MCALLEN, TEXAS 78501
OWNER:	SAM MALDONADO, P.E. SAM ENGINEERING & SURVEYING (956) 702-8880 (956) 482-8883 FAX PHARR, TEXAS 78877
MEP:	EDWARD PERINIS, P.E. DPER ENGINEERING CONSULTANTS MCALLEN, TEXAS 78204 (956) 683-1640 (956) 683-1903 FAX

### BOARD OF TRUSTEES

DAVID TORRES	PRESIDENT
CARMEN GONZALEZ	VICE-PRESIDENT
CIRO TREVINO	SECRETARY
DR. MARTIN CASTILLO	MEMBER
JAIME R. CHAVANA	MEMBER
JUAN "SONNY" PALACIOS, JR.	MEMBER
ROBERT PENA, JR.	MEMBER
DR. RENE GUTIERREZ	SUPERINTENDENT

### GENERAL NOTES

1. ALL CONSTRUCTION INCLUDING MATERIAL AND WORKMANSHIP, SHALL CONFORM TO THE 2003 INTERNATIONAL BUILDING CODE.
2. ALL ASTM STANDARDS LISTED HERE WITHIN SHALL BE AS SPECIFIED IN THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING AND MATERIALS STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE BEGINNING WORK. THE ARCHITECT AND SITE CONDITIONS SHALL BE THE BASIS FOR THE CONTRACTOR'S MECHANICAL, PLUMBING, & ELECTRICAL SYSTEMS WITH THE ARCHITECT'S APPROVAL. THE CONTRACTOR SHALL CAREFULLY STUDY AND COORDINATE ALL APPLICABLE INCONSISTENCIES FOR CLARIFICATION.
4. ALL OMISSIONS AND OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS, SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. A SOLUTION IS GIVEN BY THE ARCHITECT/ENGINEER NOT PROVIDED WITHIN A SOLUTION IS GIVEN BY THE ARCHITECT/ENGINEER DETAILS. SMALL TIME PRECEDENCE OVER THE GENERAL NOTES.
5. IN CASE OF CONFLICTS BETWEEN GENERAL NOTES AND DETAILS, THE DETAILS SHALL TAKE PRECEDENCE OVER THE GENERAL NOTES.
6. SPECIFIC DETAILS TO BE THE SAME AS ANY SIMILAR WORK, THE CONTRACTOR SHALL VERIFY THE SAME AS ANY SIMILAR WORK.
7. COORDINATE FOUNDATION PLANS AND OTHER RELATED ITEMS, FOR ALL OPENINGS, INSERTS AND OTHER RELATED ITEMS.
8. THE CONTRACTOR SHALL VERIFY FIELD DIMENSIONS AND CONDITIONS BEFORE COMMENCING WORK. THE CONTRACTOR SHALL VERIFY THE DIMENSIONS AND CONDITIONS OF ALL APPLICABLE INCONSISTENCIES FOR CLARIFICATION.
9. DIMENSIONS ARE TO FINISH FACE OF WALLS UNLESS NOTED OTHERWISE.
10. ADDITIONAL UNLESS SPECIFICALLY NOTED OTHERWISE, CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS AND SHALL NOTIFY THE ARCHITECT IN WRITING OF ALL APPLICABLE INCONSISTENCIES FOR CLARIFICATION.
11. DO NOT DIMENSION THESE DRAWINGS. ANY DIMENSIONS, QUESTIONS, SHOULD BE DIRECTED TO THE ARCHITECT OR ENGINEER.

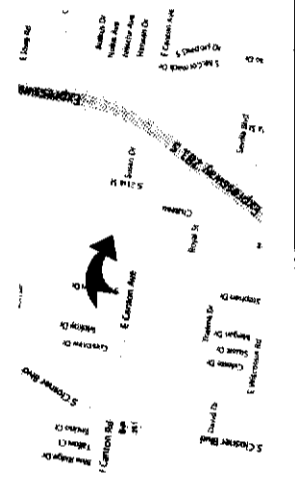
### MATERIALS LEGEND

	CURVED ROAD BUILDING
	NON-CONTRACT WOOD BUILDING (CURTAIN)
	STEEL
	WINDOW GLASS
	ROOF INSULATION
	WALL INSULATION
	CONCRETE SUBMITTAL JOINTS

### SYMBOLS

	ELEVATION SYMBOL
	SECTION/DETAIL SYMBOL
	WALL TYPE SYMBOL
	WINDOW SYMBOL
	ROOM NAME & NUMBER SYMBOL
	DOOR SYMBOL

### SITE MAP/LOCATION



### ABBREVIATIONS

AB	above
AC	access
AD	addition
AE	accessory
AF	accessory
AG	accessory
AH	accessory
AI	accessory
AJ	accessory
AK	accessory
AL	accessory
AM	accessory
AN	accessory
AO	accessory
AP	accessory
AQ	accessory
AR	accessory
AS	accessory
AT	accessory
AV	accessory
AW	accessory
AX	accessory
AY	accessory
AZ	accessory
BA	above
BB	above
BC	above
BD	above
BE	above
BF	above
BG	above
BH	above
BI	above
BJ	above
BK	above
BL	above
BM	above
BN	above
BO	above
BP	above
BQ	above
BR	above
BS	above
BT	above
BU	above
BV	above
BW	above
BX	above
BY	above
BZ	above
CA	above
CB	above
CC	above
CD	above
CE	above
CF	above
CG	above
CH	above
CI	above
CJ	above
CK	above
CL	above
CM	above
CN	above
CO	above
CP	above
CQ	above
CR	above
CS	above
CT	above
CU	above
CV	above
CW	above
CX	above
CY	above
CZ	above
DA	above
DB	above
DC	above
DD	above
DE	above
DF	above
DG	above
DH	above
DI	above
DJ	above
DK	above
DL	above
DM	above
DN	above
DO	above
DP	above
DQ	above
DR	above
DS	above
DT	above
DU	above
DV	above
DW	above
DX	above
DY	above
DZ	above
EA	above
EB	above
EC	above
ED	above
EE	above
EF	above
EG	above
EH	above
EI	above
EJ	above
EK	above
EL	above
EM	above
EN	above
EO	above
EP	above
EQ	above
ER	above
ES	above
ET	above
EU	above
EV	above
EW	above
EX	above
EY	above
EZ	above
FA	above
FB	above
FC	above
FD	above
FE	above
FF	above
FG	above
FH	above
FI	above
FJ	above
FK	above
FL	above
FM	above
FN	above
FO	above
FP	above
FQ	above
FR	above
FS	above
FT	above
FU	above
FV	above
FW	above
FX	above
FY	above
FZ	above
GA	above
GB	above
GC	above
GD	above
GE	above
GF	above
GG	above
GH	above
GI	above
GJ	above
GK	above
GL	above
GM	above
GN	above
GO	above
GP	above
GQ	above
GR	above
GS	above
GT	above
GU	above
GV	above
GW	above
GX	above
GY	above
GZ	above
HA	above
HB	above
HC	above
HD	above
HE	above
HF	above
HG	above
HH	above
HI	above
HJ	above
HK	above
HL	above
HM	above
HN	above
HO	above
HP	above
HQ	above
HR	above
HS	above
HT	above
HU	above
HV	above
HW	above
HX	above
HY	above
HZ	above
IA	above
IB	above
IC	above
ID	above
IE	above
IF	above
IG	above
IH	above
II	above
IJ	above
IK	above
IL	above
IM	above
IN	above
IO	above
IP	above
IQ	above
IR	above
IS	above
IT	above
IU	above
IV	above
IW	above
IX	above
IY	above
IZ	above
JA	above
JB	above
JC	above
JD	above
JE	above
JF	above
JG	above
JH	above
JI	above
JJ	above
JK	above
JL	above
JM	above
JN	above
JO	above
JP	above
JQ	above
JR	above
JS	above
JT	above
JU	above
JV	above
JW	above
JX	above
JY	above
JZ	above
KA	above
KB	above
KC	above
KD	above
KE	above
KF	above
KG	above
KH	above
KI	above
KJ	above
KK	above
KL	above
KM	above
KN	above
KO	above
KP	above
KQ	above
KR	above
KS	above
KT	above
KU	above
KV	above
KW	above
KX	above
KY	above
KZ	above
LA	above
LB	above
LC	above
LD	above
LE	above
LF	above
LG	above
LH	above
LI	above
LJ	above
LK	above
LL	above
LM	above
LN	above
LO	above
LP	above
LQ	above
LR	above
LS	above
LT	above
LU	above
LV	above
LW	above
LX	above
LY	above
LZ	above
MA	above
MB	above
MC	above
MD	above
ME	above
MF	above
MG	above
MH	above
MI	above
MJ	above
MK	above
ML	above
MM	above
MN	above
MO	above
MP	above
MQ	above
MR	above
MS	above
MT	above
MU	above
MV	above
MW	above
MX	above
MY	above
MZ	above
NA	above
NB	above
NC	above
ND	above
NE	above
NF	above
NG	above
NH	above
NI	above
NJ	above
NK	above
NL	above
NM	above
NO	above
NP	above
NQ	above
NR	above
NS	above
NT	above
NU	above
NV	above
NW	above
NX	above
NY	above
NZ	above
OA	above
OB	above
OC	above
OD	above
OE	above
OF	above
OG	above
OH	above
OI	above
OJ	above
OK	above
OL	above
OM	above
ON	above
OO	above
OP	above
OQ	above
OR	above
OS	above
OT	above
OU	above
OV	above
OW	above
OX	above
OY	above
OZ	above
PA	above
PB	above
PC	above
PD	above
PE	above
PF	above
PG	above
PH	above
PI	above
PJ	above
PK	above
PL	above
PM	above
PN	above
PO	above
PP	above
PQ	above
PR	above
PS	above
PT	above
PV	above
PW	above
PX	above
PY	above
PZ	above
QA	above
QB	above
QC	above
QD	above
QE	above
QF	above
QG	above
QH	above
QI	above
QJ	above
QK	above
QL	above
QM	above
QN	above
QO	above
QP	above
QQ	above
QR	above
QS	above
QT	above
QU	above
QV	above
QW	above
QX	above
QY	above
QZ	above
RA	above
RB	above
RC	above
RD	above
RE	above
RF	above
RG	above
RH	above
RI	above
RJ	above
RK	above
RL	above
RM	above
RO	above
RP	above
RQ	above
RR	above
RS	above
RT	above
RU	above
RV	above
RW	above
RX	above
RY	above
RZ	above
SA	above
SB	above
SC	above
SD	above
SE	above
SF	above
SG	above
SH	above
SI	above
SJ	above
SK	above
SL	above
SM	above
SN	above
SO	above
SP	above
SQ	above
SR	above
SS	above
ST	above
SU	above
SV	above
SW	above
SX	above
SY	above
SZ	above
TA	above
TB	above
TC	above
TD	above
TE	above
TF	above
TG	above
TH	above
TI	above
TJ	above
TK	above
TL	above
TM	above
TN	above
TO	above
TP	above
TQ	above
TR	above
TS	above
TT	above
TU	above
TV	above
TW	above
TX	above
TY	above
TZ	above
UA	above
UB	above
UC	above
UD	above
UE	above
UF	above
UG	above
UH	above
UI	above
UJ	above
UK	above
UL	above
UM	above
UN	above
UO	above
UP	above
UQ	above
UR	above
US	above
UT	above
UU	above
UV	above
UW	above
UX	above
UY	above
UZ	above
VA	above
VB	above
VC	above
VD	above
VE	above
VF	above
VG	above
VH	above
VI	above
VJ	above
VK	



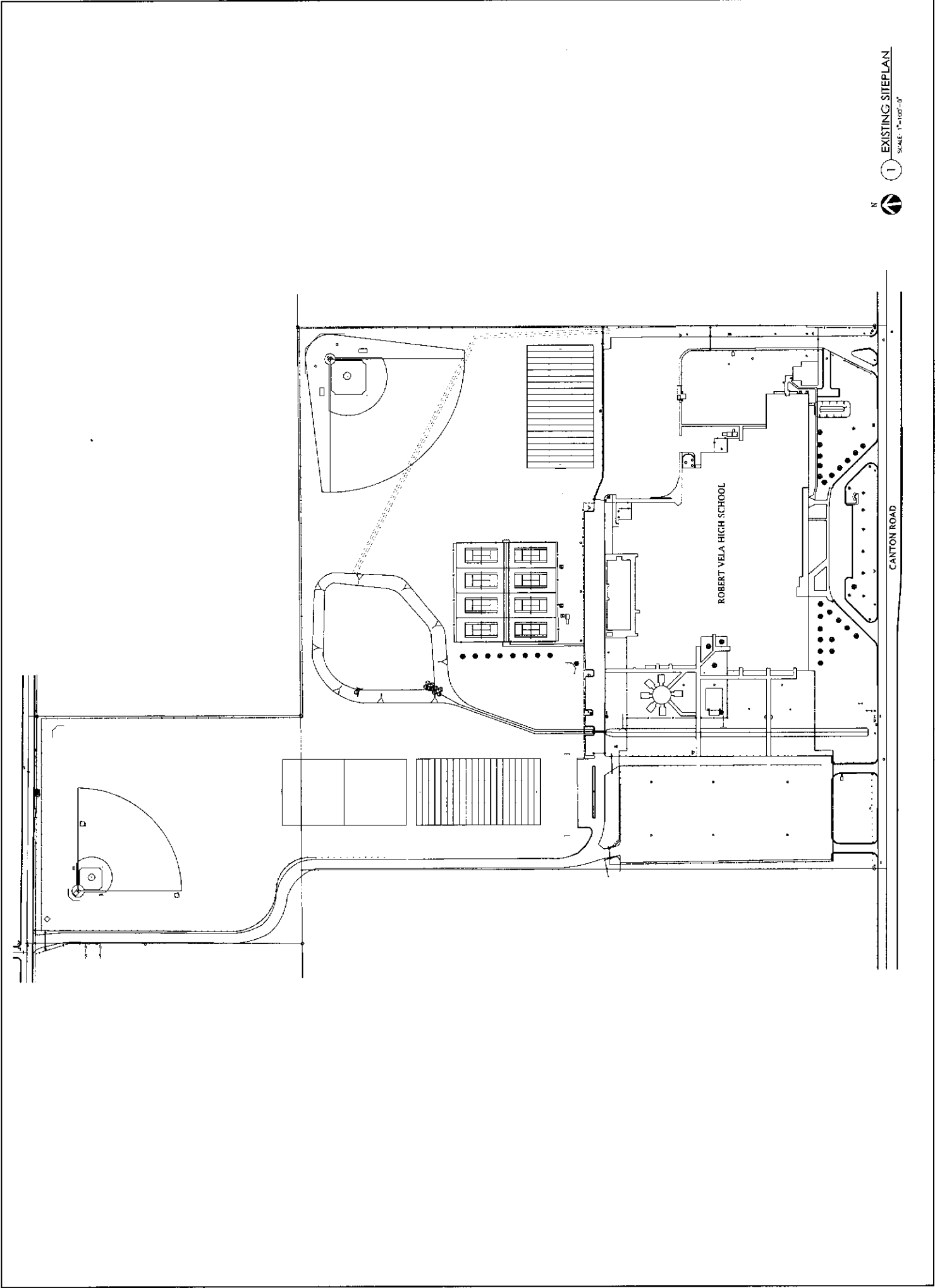
Client  
 Architectural  
 Services  
 NATIONAL INSTITUTE OF ARCHITECTS

PRELIMINARY  
 S.D. SET

ROBERT VELA HIGH SCHOOL  
 EDINBURG CONSOLIDATED  
 INDEPENDENT SCHOOL DISTRICT  
 EDINBURG, TX

PROJECT NUMBER  
 2008  
 DATE  
 FEBRUARY 16, 2011  
 PRELIMINARY

SHEET  
 A50.0



1 EXISTING SITE PLAN  
 SCALE 1"=100'-0"

EXHIBIT



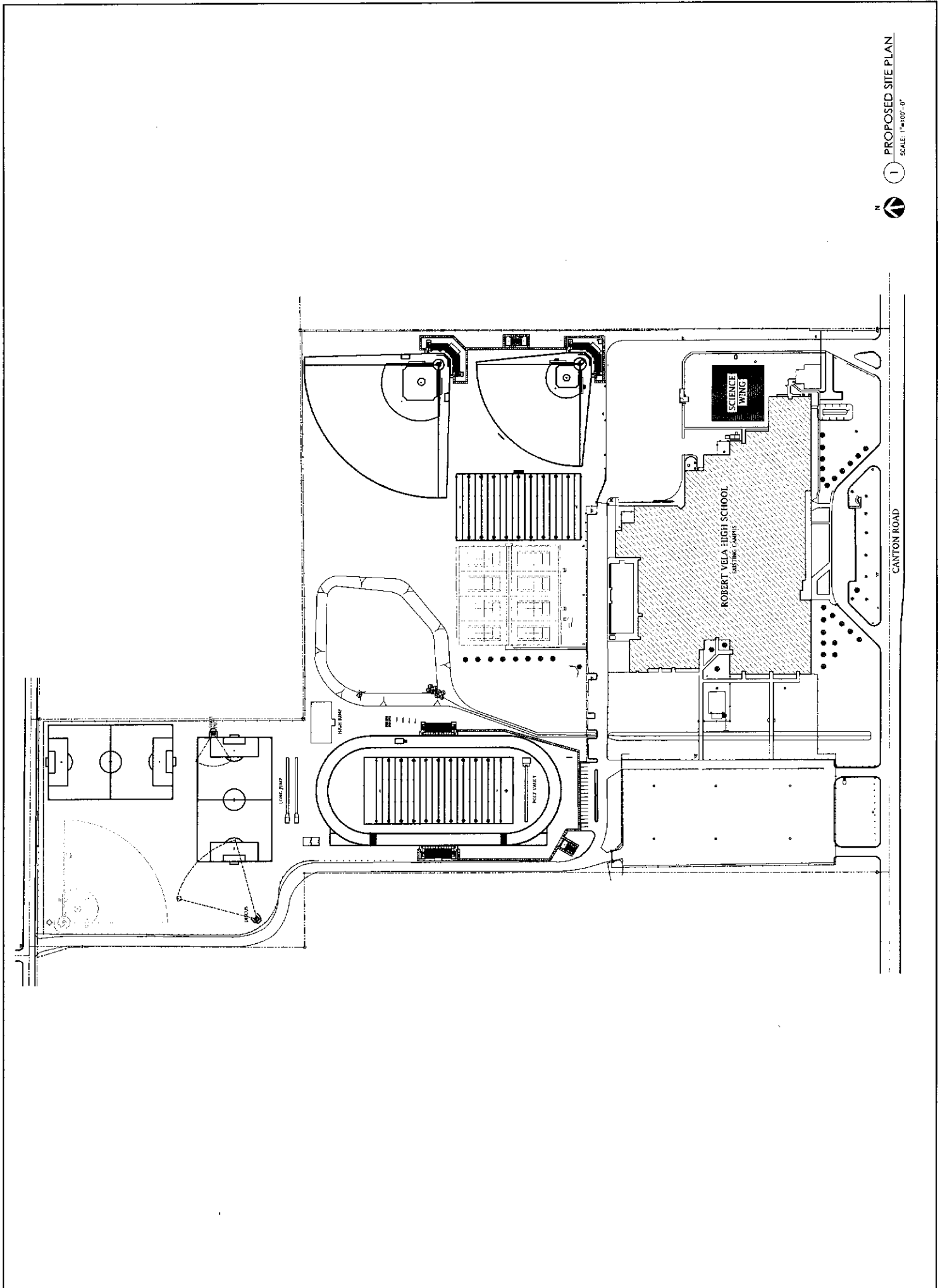
Mirek  
 Architectural  
 Services  
 15000 WINTERGATE BLVD  
 HOUSTON, TEXAS 77057

PRELIMINARY  
 S.D. SET

ROBERT VELA HIGH SCHOOL  
 EDINBURG CONSOLIDATED  
 INDEPENDENT SCHOOL DISTRICT  
 EDINBURG, TX

PROJECT NUMBER  
 20132  
 DATE  
 FEBRUARY 16, 2011  
 PRELIMINARY

S H E E T  
 01  
 A S T 1 0



1 PROPOSED SITE PLAN  
 SCALE: 1"=100'-0"  
 N

EXHIBIT



Millett  
 Architecture  
 Services  
 A NATIONAL INSTITUTE OF ARCHITECTS

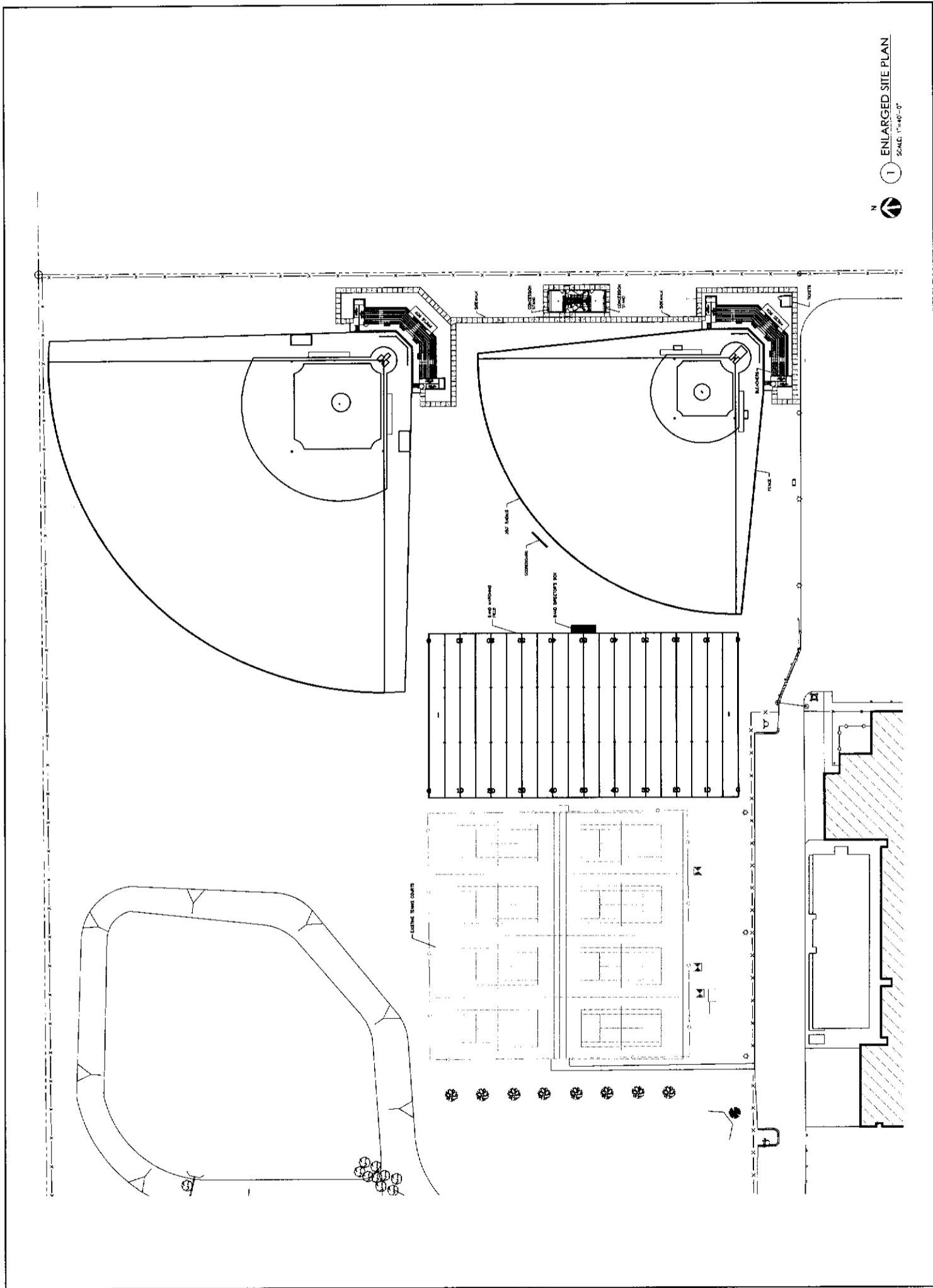
PRELIMINARY  
 S.D. SET

ROBERT VELA HIGH SCHOOL  
 EDINBURG CONSOLIDATED  
 INDEPENDENT SCHOOL DISTRICT  
 EDINBURG, TX

PROJECT NUMBER  
 20026  
 DATE  
 FEBRUARY 16, 2011  
 PRELIMINARY

SHEET  
 AST-1  
 OF

1 ENLARGED SITE PLAN  
 SCALE: 1"=40'-0"



EXHIBIT



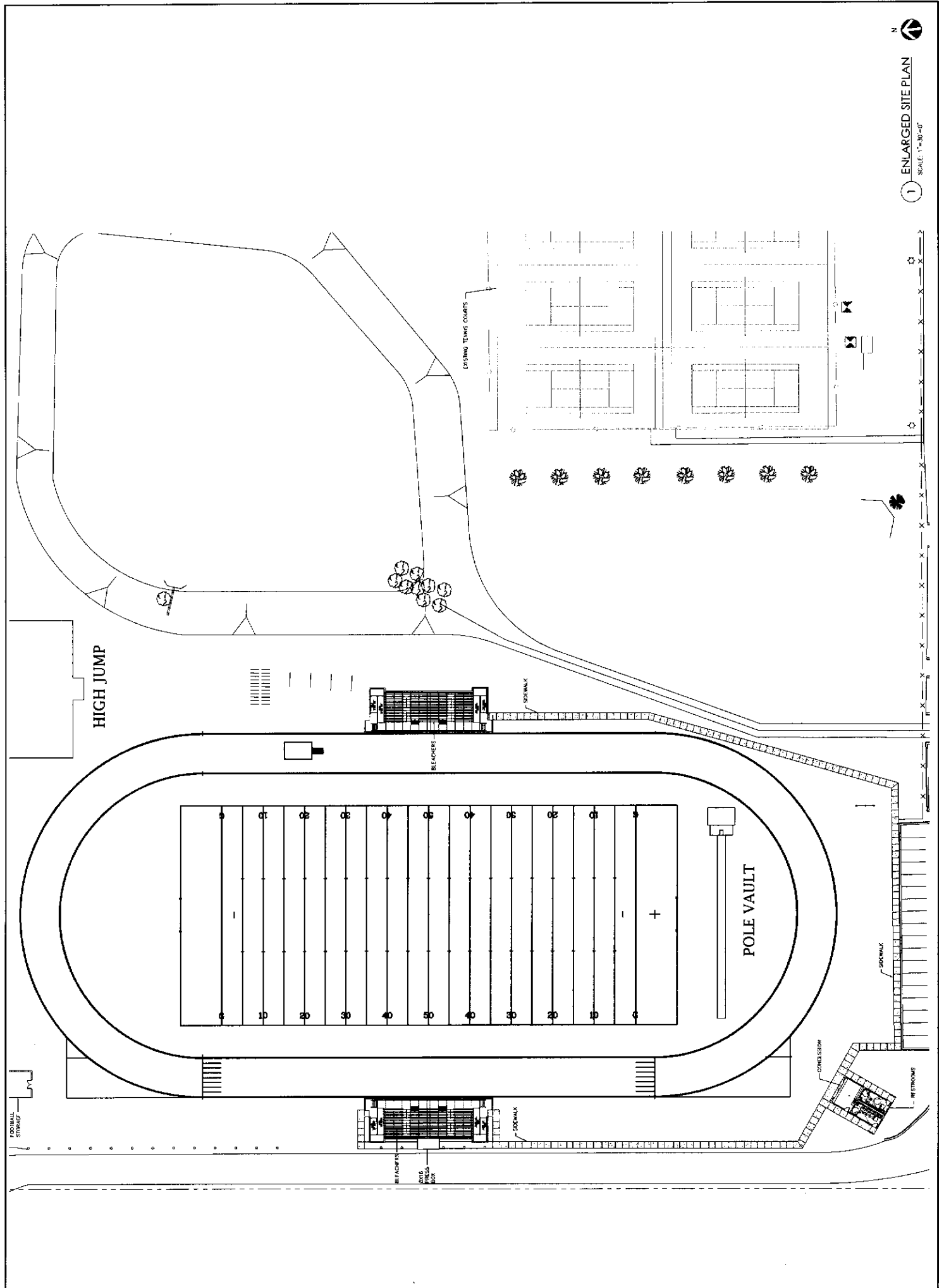
Milne  
Architectural  
Services  
ARCHITECTS ENGINEERS & PLANNERS

PRELIMINARY  
S.D. SET

ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
EDINBURG, TX

PROJECT NUMBER  
28038  
DATE  
FEBRUARY 16, 2011  
PRELIMINARY

SHEET  
AST-2  
OF



EXHIBIT



Milnet  
Architectural  
Services  
ARCHITECTURAL SERVICES OF HOUSTON, TX

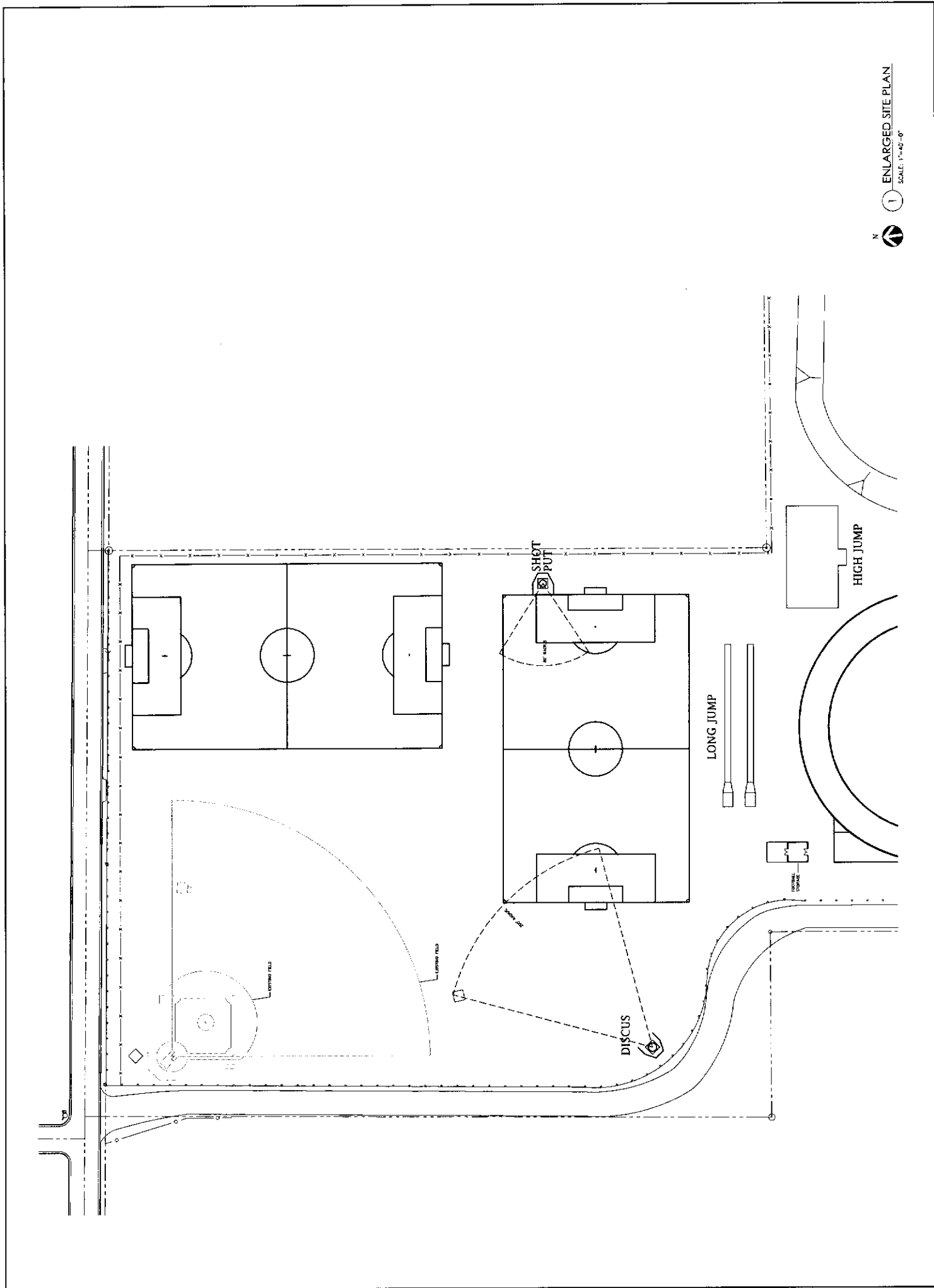
PRELIMINARY  
S.I.D. SET

ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX

PROJECT NUMBER  
26038  
DATE  
FEBRUARY 16, 2011  
PRELIMINARY

SHEET  
AST.3

1 ENLARGED SITE PLAN  
SCALE: 1"=40'-0"



EXHIBIT





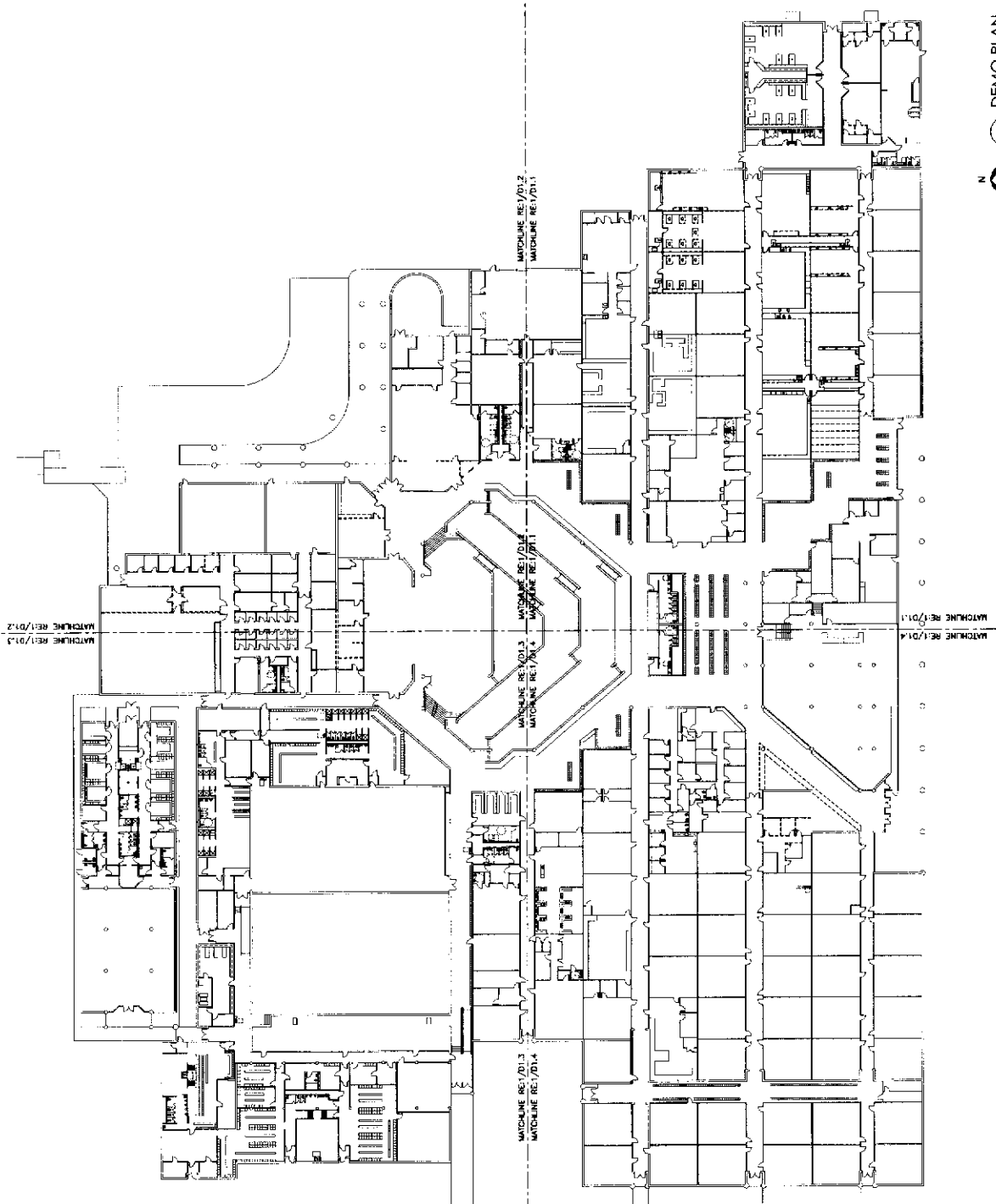
Millnet  
Architectural  
Services  
CONSULTANTS LIMITED BY LICENSE

PRELIMINARY  
S.D. SET

ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX

PROJECT NUMBER  
28038  
DATE  
FEBRUARY 18, 2011  
PRELIMINARY

S H E E T  
D1.0  
OF



1 DEMO PLAN  
SCALE: 1/32" = 1'-0"

EXHIBIT



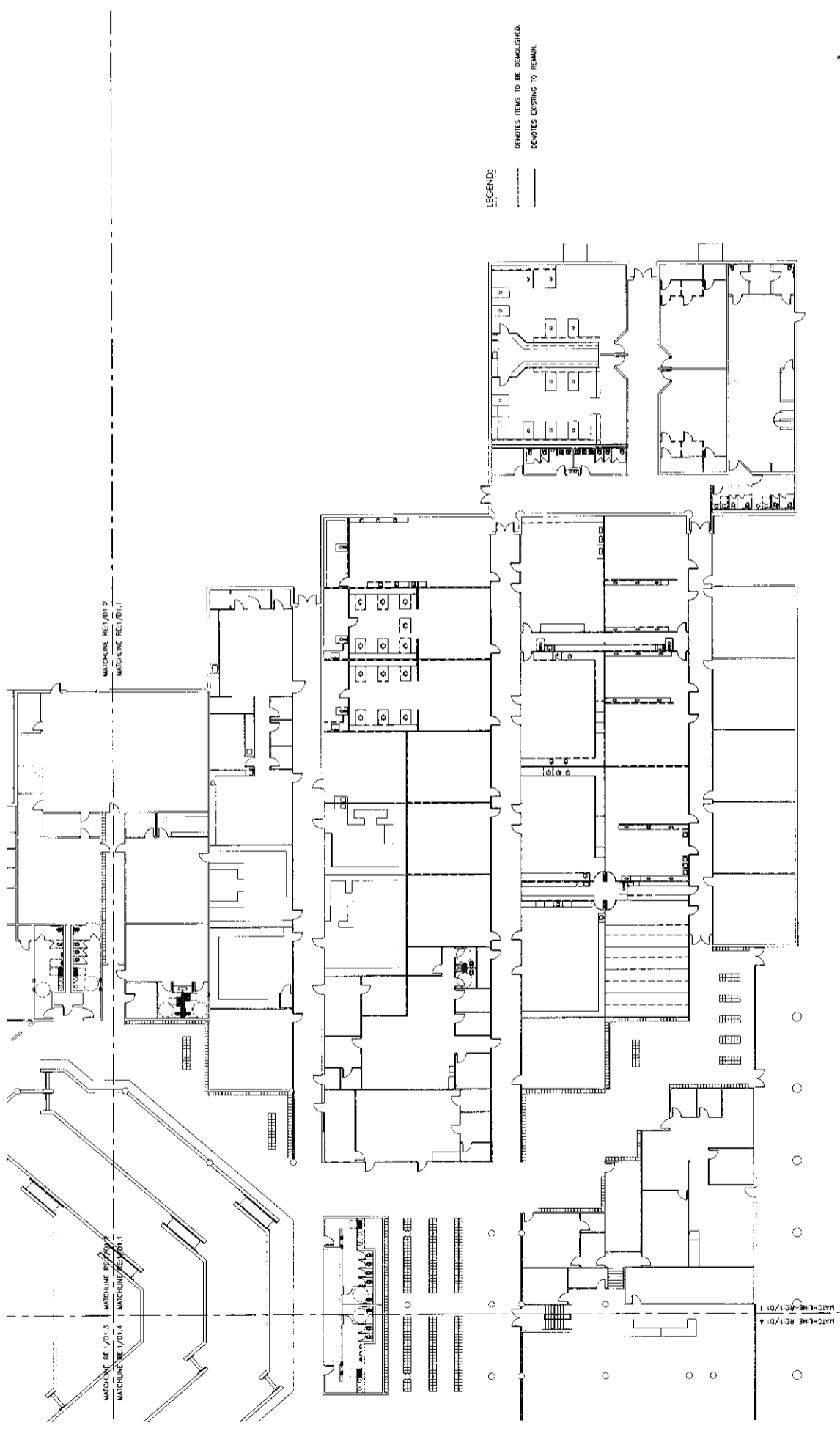
Milnet  
Architectural  
Services  
MEMBER SERVICE OF ARCHITECTS

PRELIMINARY  
S.D. SET

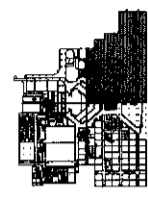
ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX.

PROJECT NUMBER  
28038  
DATE  
FEBRUARY 16 2011  
PRELIMINARY

S H E E T  
D1.1  
OF



LEGEND:  
--- DENOTES ITEMS TO BE DEMOLISHED.  
— DENOTES EXISTING TO REMAIN.



KEY PLAN

1 ENLARGED DEMO PLAN  
SCALE: 1/8" = 1'-0"

EXHIBIT



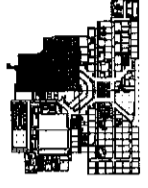
Sheet  
Architectural  
Services  
AMERICAN INSTITUTE OF ARCHITECTS

PRELIMINARY  
S.D. SET

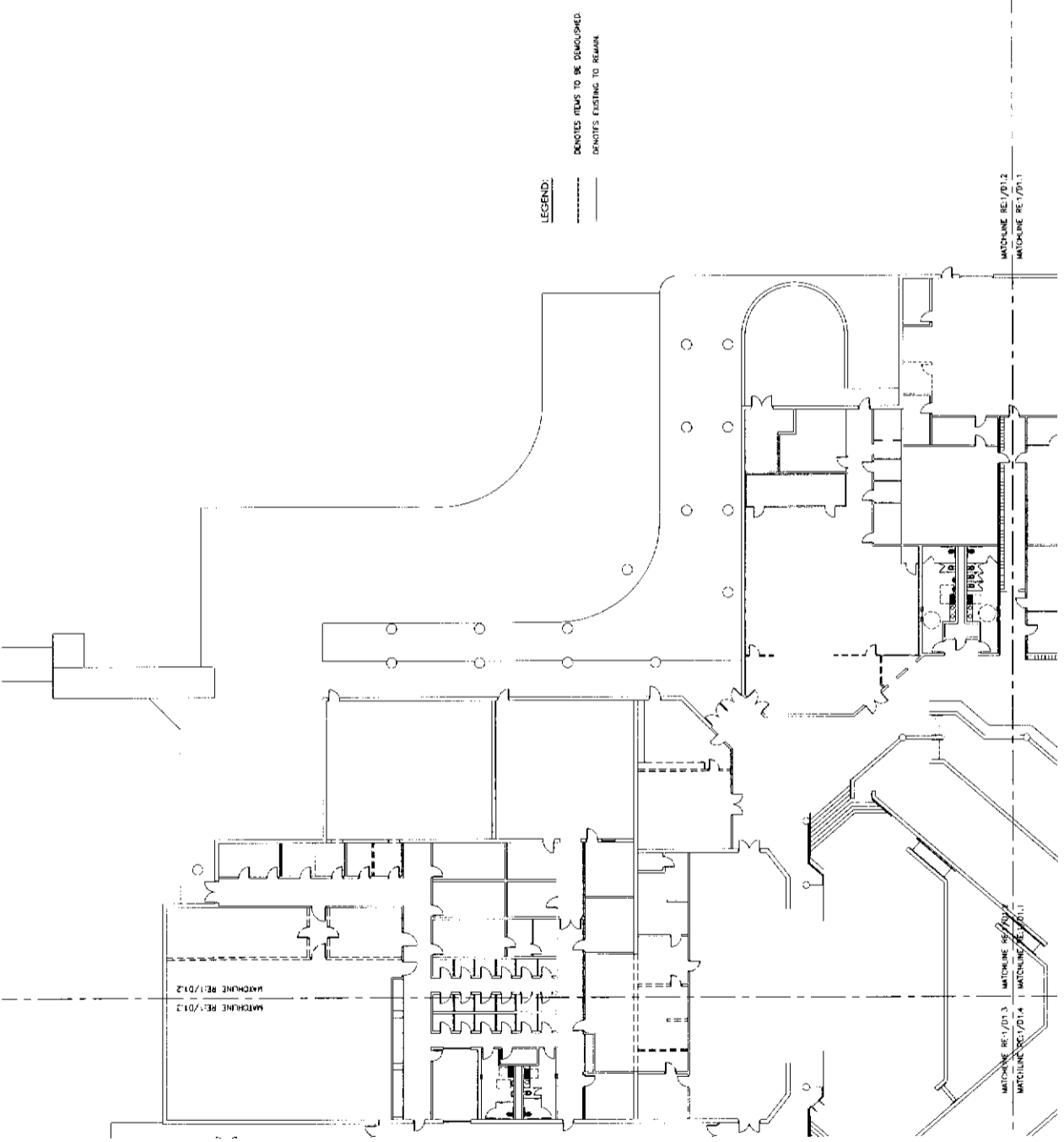
ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX.

PROJECT NUMBER  
26058  
DATE  
FEBRUARY 16 2011  
PRELIMINARY

SHEET  
D1.2



KEY PLAN



LEGEND:  
 --- DENOTES ITEMS TO BE DEMOLISHED  
 - - - - - DENOTES EXISTING TO REMAIN

1 ENLARGED DEMO PLAN  
SCALE: 1/16" = 1'-0"

EXHIBIT



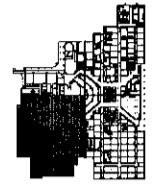
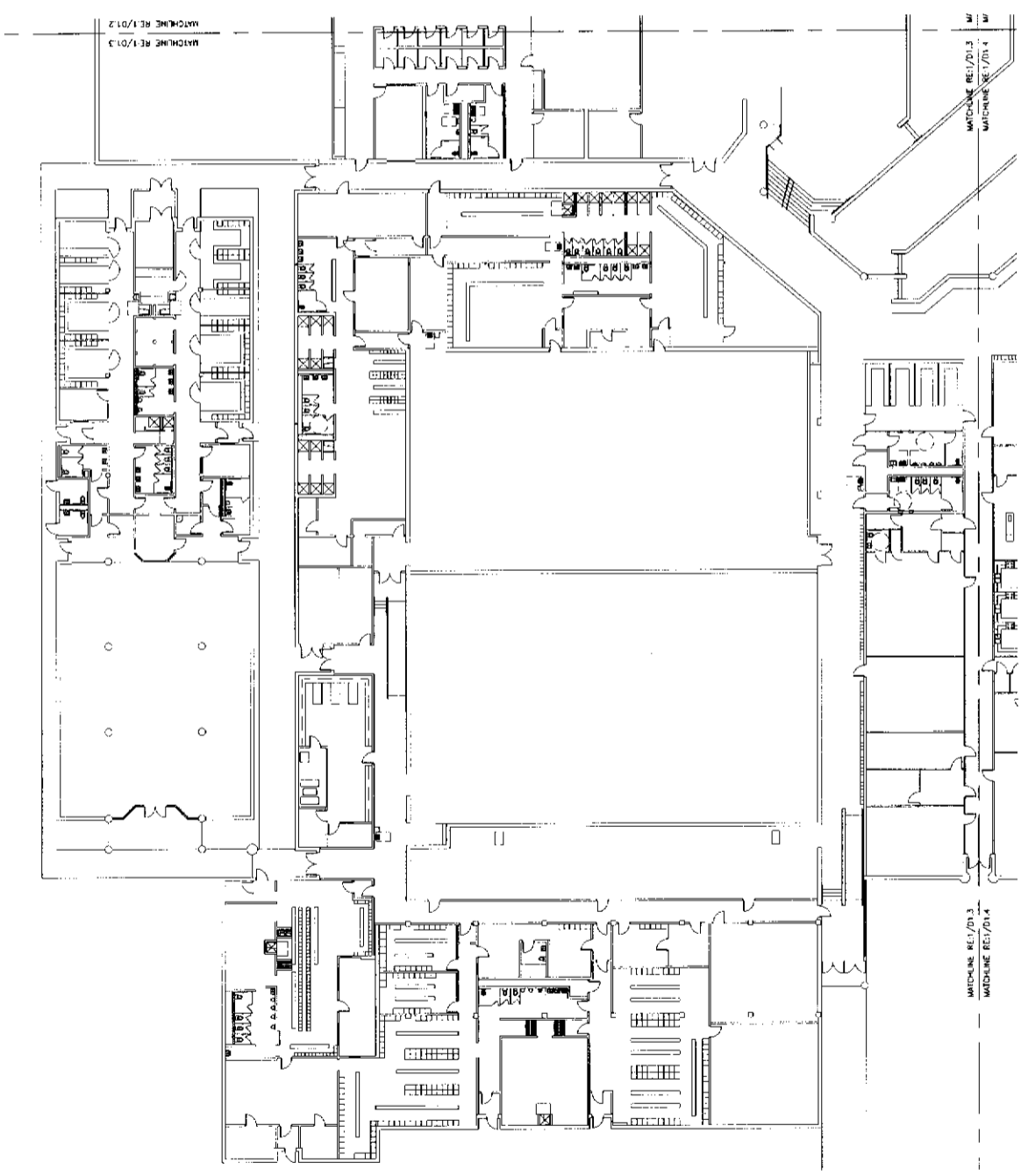
Milneet  
Architectural  
Services  
ARCHITECTS & ARCHITECTS

PRELIMINARY  
S.D. SET

ROBERT VELA HIGH SCHOOL  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX

PROJECT NUMBER  
28038  
DATE  
FEBRUARY 16, 2011  
PRELIMINARY

SHEET  
DT-3



KEY PLAN

1 ENLARGED DEMO PLAN  
SCALE: 1/16" = 1'-0"

EXHIBIT



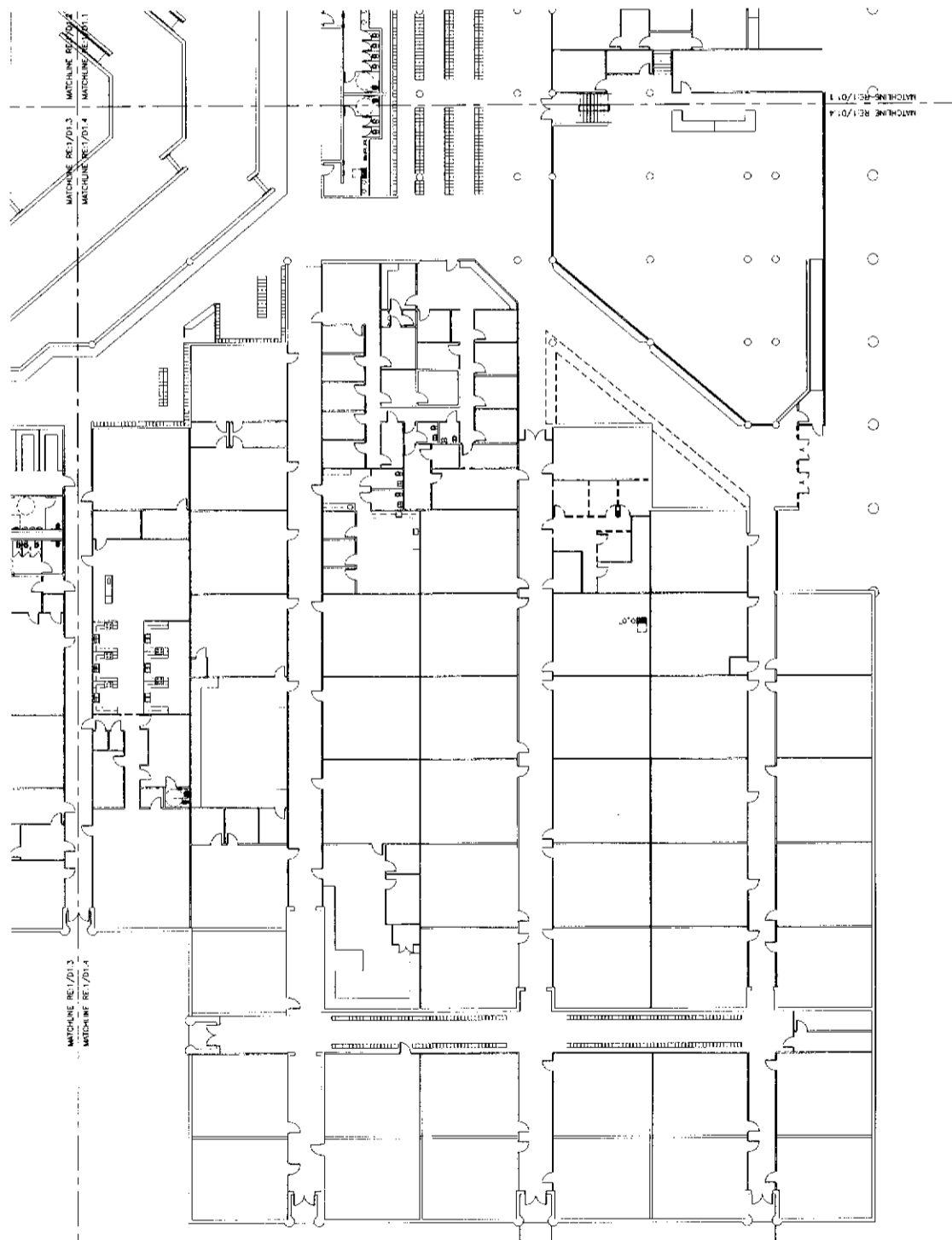
Milnet  
Architectural  
Services  
MEMBER UNIVERSITY OF HOUSTON

PRELIMINARY  
S.D. SET

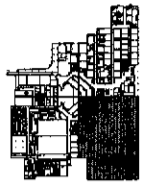
ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
EDINBURG, TX

PROJECT NUMBER  
28035  
DATE  
FEBRUARY 16, 2011  
PRELIMINARY

SHEET  
D1.4



LEGEND:  
--- DENOTES ITEMS TO BE DEMOLISHED  
- - - DENOTES EXISTING TO REMAIN.



N  
KEY PLAN

N  
1 ENLARGED DEMO PLAN  
SCALE: 1/8" = 1'-0"

EXHIBIT



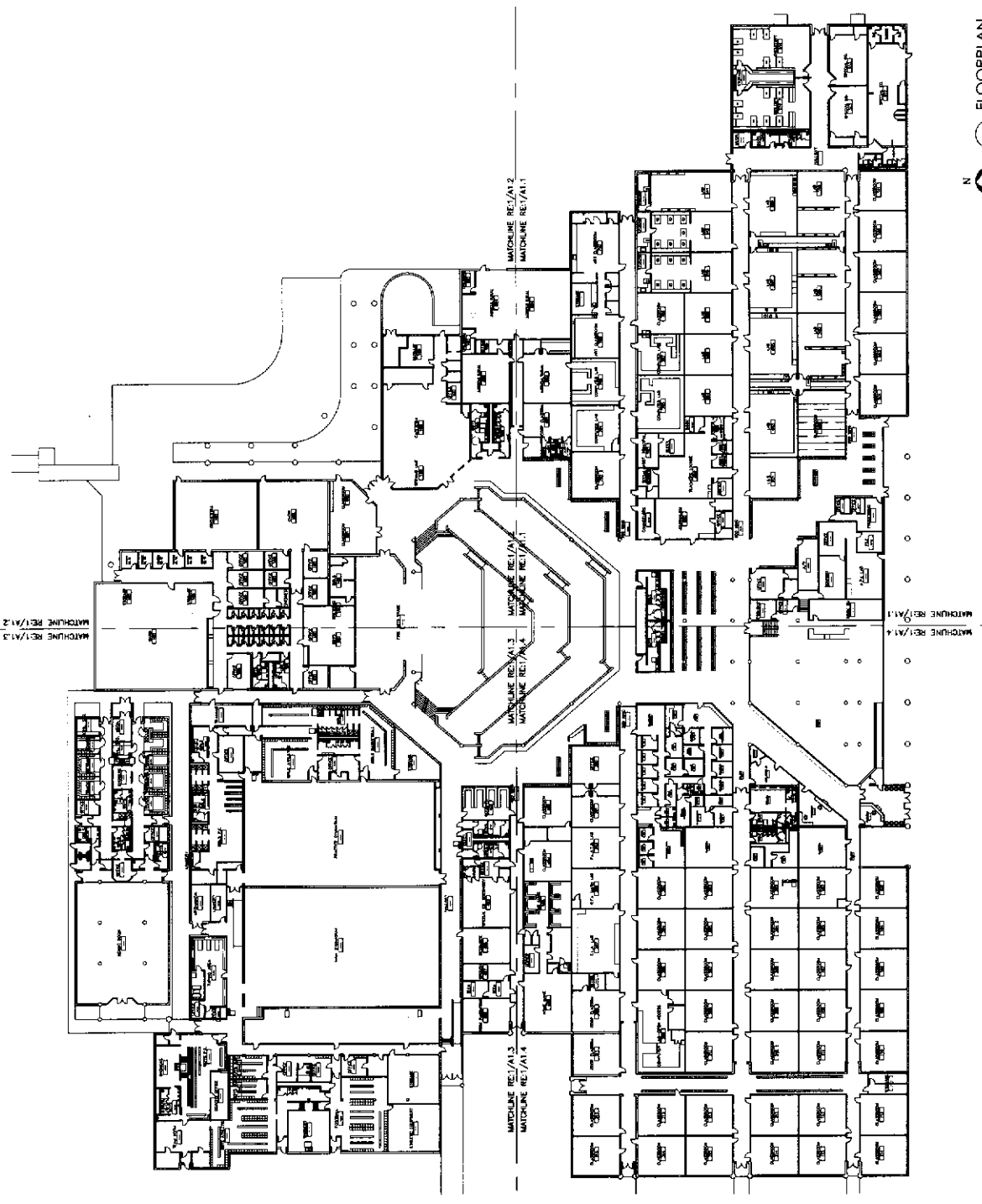
Milne  
Architectural  
Services  
MEMBER SERVICE OF AMERICA

PRELIMINARY  
S.D. SET

ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
EDINBURG, TX

PROJECT NUMBER  
2008  
DATE  
FEBRUARY 16 2011  
PRELIMINARY

SHEET  
A1.0



1 FLOORPLAN  
SCALE: 1/32" = 1'-0"

EXHIBIT



Alfred  
Architectural  
Services  
MEMBER NATIONAL ASSOCIATION OF ARCHITECTS

PRELIMINARY  
S.I.D. SET

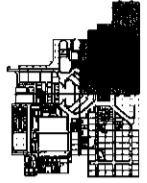
ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
EDINBURG, TX

PROJECT NUMBER  
20088

DATE  
FEBRUARY 19, 2011

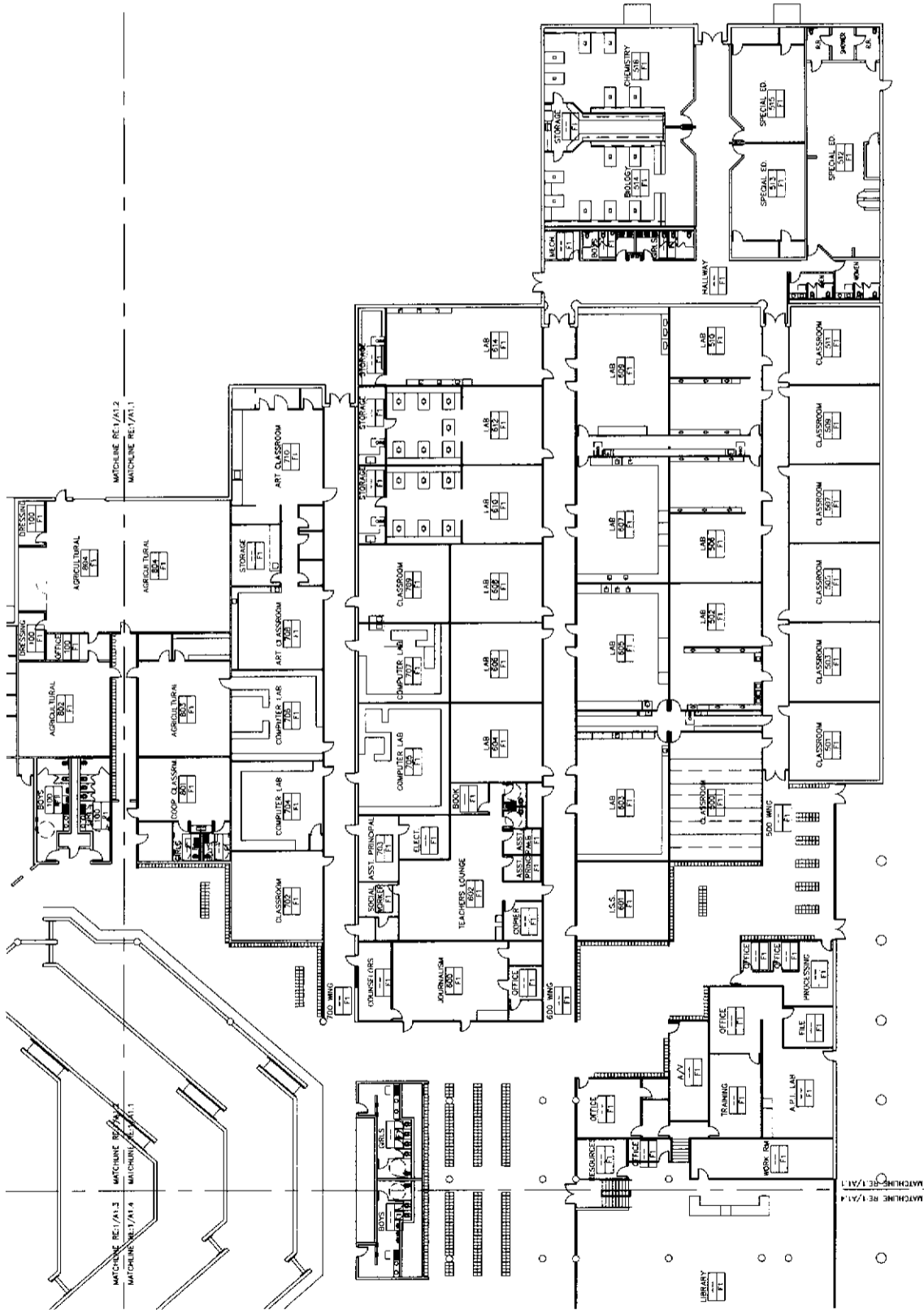
PRELIMINARY

SHEET  
A1.1  
OF



N  
KEY PLAN

ENLARGED FLOORPLAN  
SCALE: 1/16" = 1'-0"



EXHIBIT





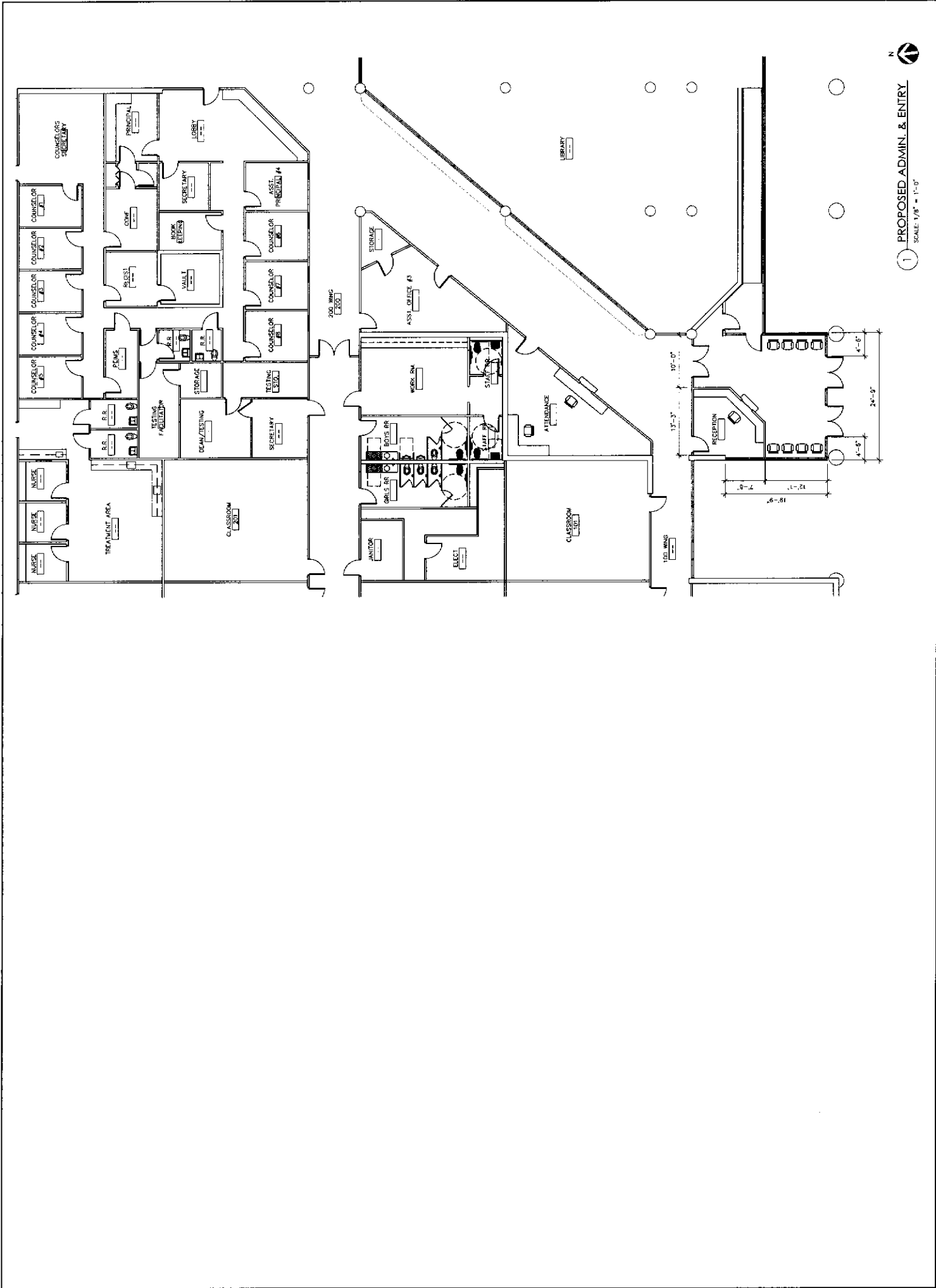
Alfred  
Architectural  
Services  
MEMBER NATIONAL ASSOCIATION OF ARCHITECTS

PRELIMINARY  
S.D. SET

ROBERT VELA HIGH SCHOOL  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX

PROJECT NUMBER  
28038  
DATE  
FEBRUARY 19, 2011  
PRELIMINARY

SHEET  
AT.12  
OF



1 PROPOSED ADMIN. & ENTRY  
SCALE: 1/8" = 1'-0"

EXHIBIT



Misset  
Architectural  
Services  
CONSULTANTS IN ARCHITECTURE

PRELIMINARY  
S.I.D. SET

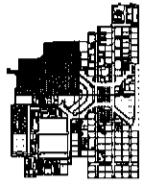
ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
EDINBURG, TX

PROJECT NUMBER  
28028

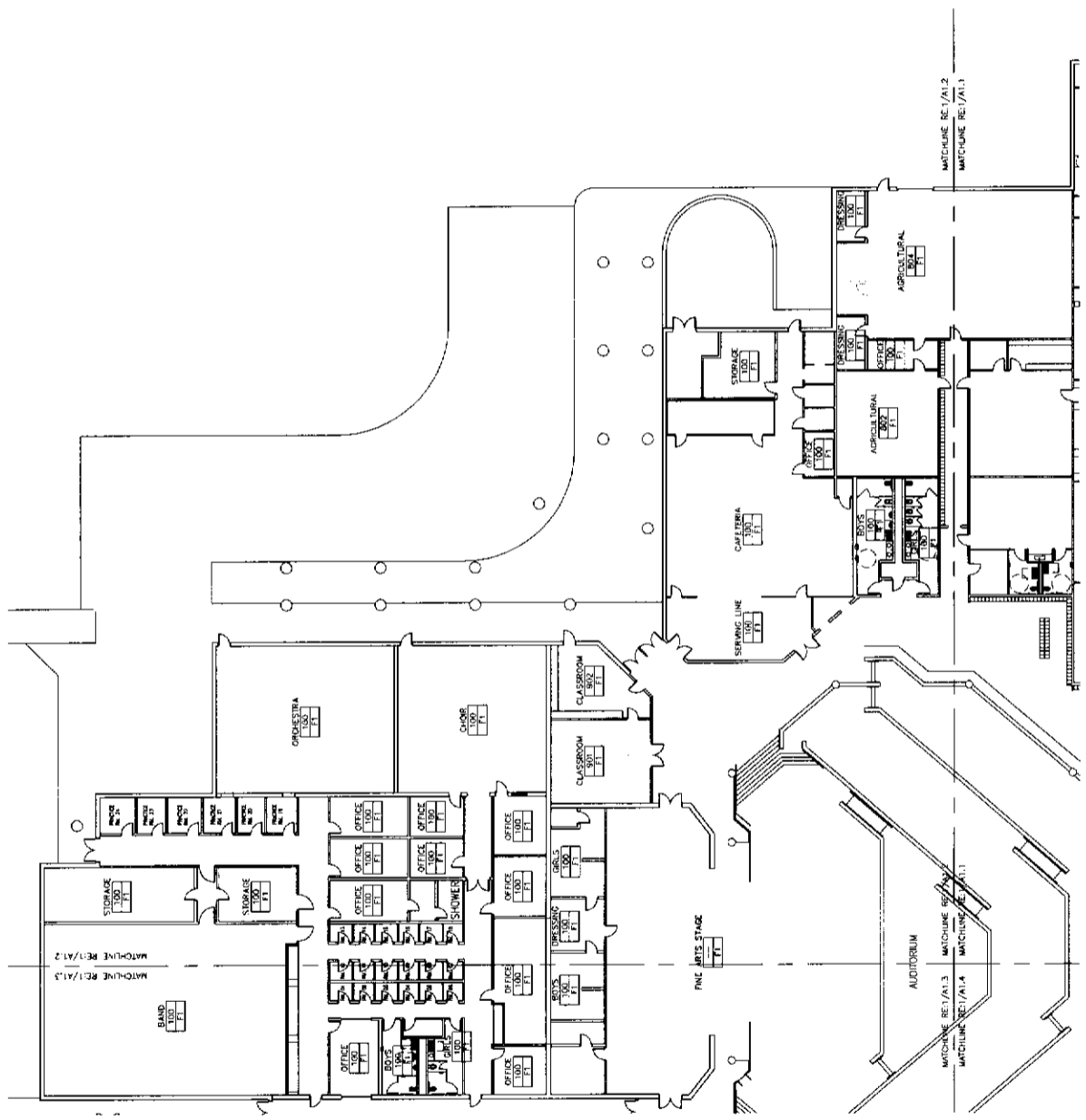
DATE  
FEBRUARY 16, 2011

PRELIMINARY

S H E E T  
A1.2



KEY PLAN



ENLARGED FLOOR PLAN  
SCALE: 1/8" = 1'-0"

EXHIBIT



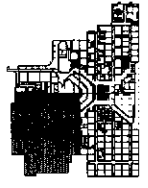
Milnet  
Architectural  
Services  
MEMBER OFFICE OF ARCHITECTURE

PRELIMINARY  
S.I.D. SET

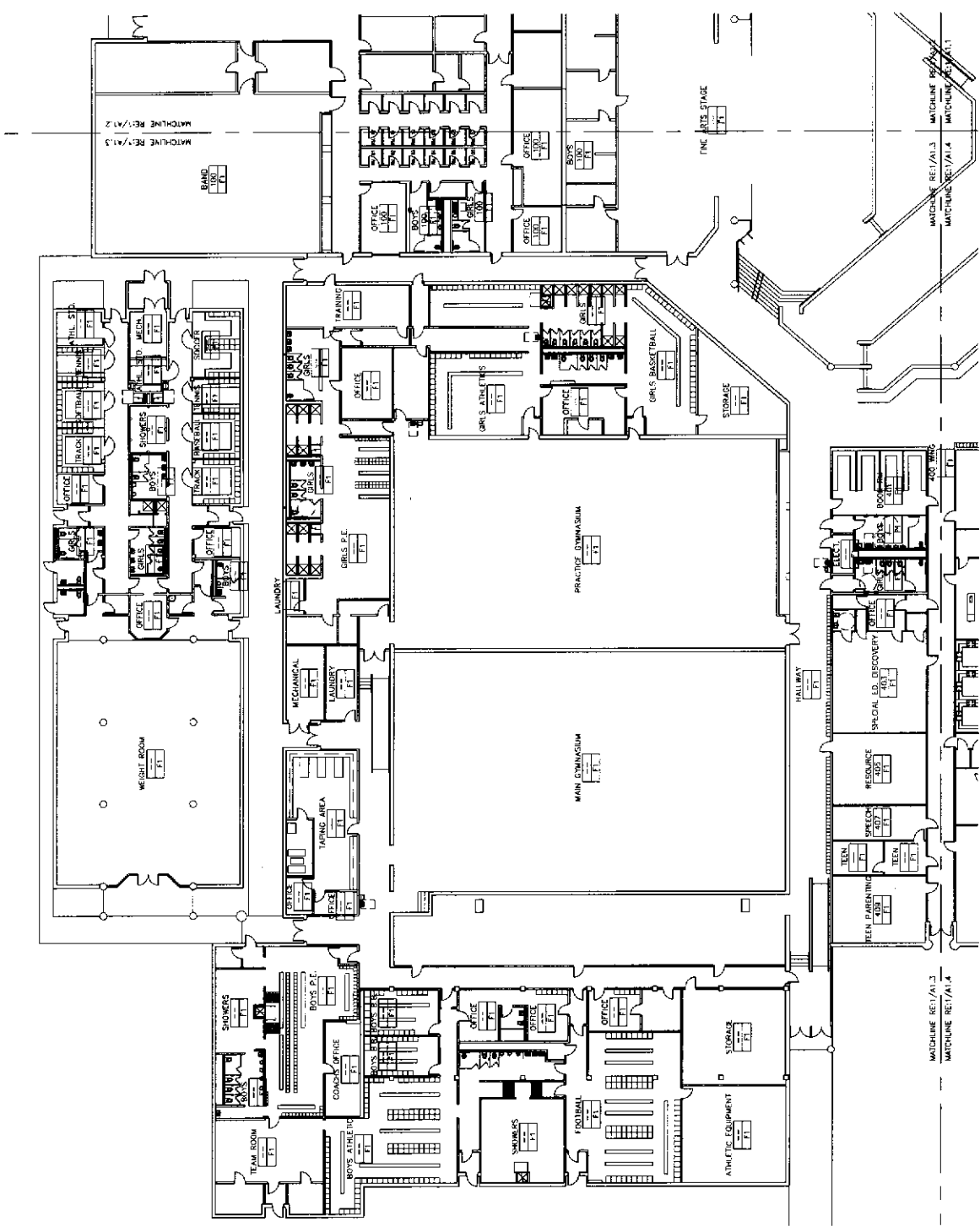
ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX

PROJECT NUMBER  
20230  
DATE  
FEBRUARY 16 2011  
PRELIMINARY

SHEET  
A1.3  
OF



N  
KEY PLAN



N  
1 ENLARGED FLOORPLAN  
SCALE: 1/8" = 1'-0"

EXHIBIT



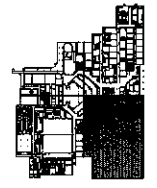
Milnet  
Architectural  
Services  
MEMBER, INSTITUTE OF ARCHITECTS

PRELIMINARY  
S.D. SET

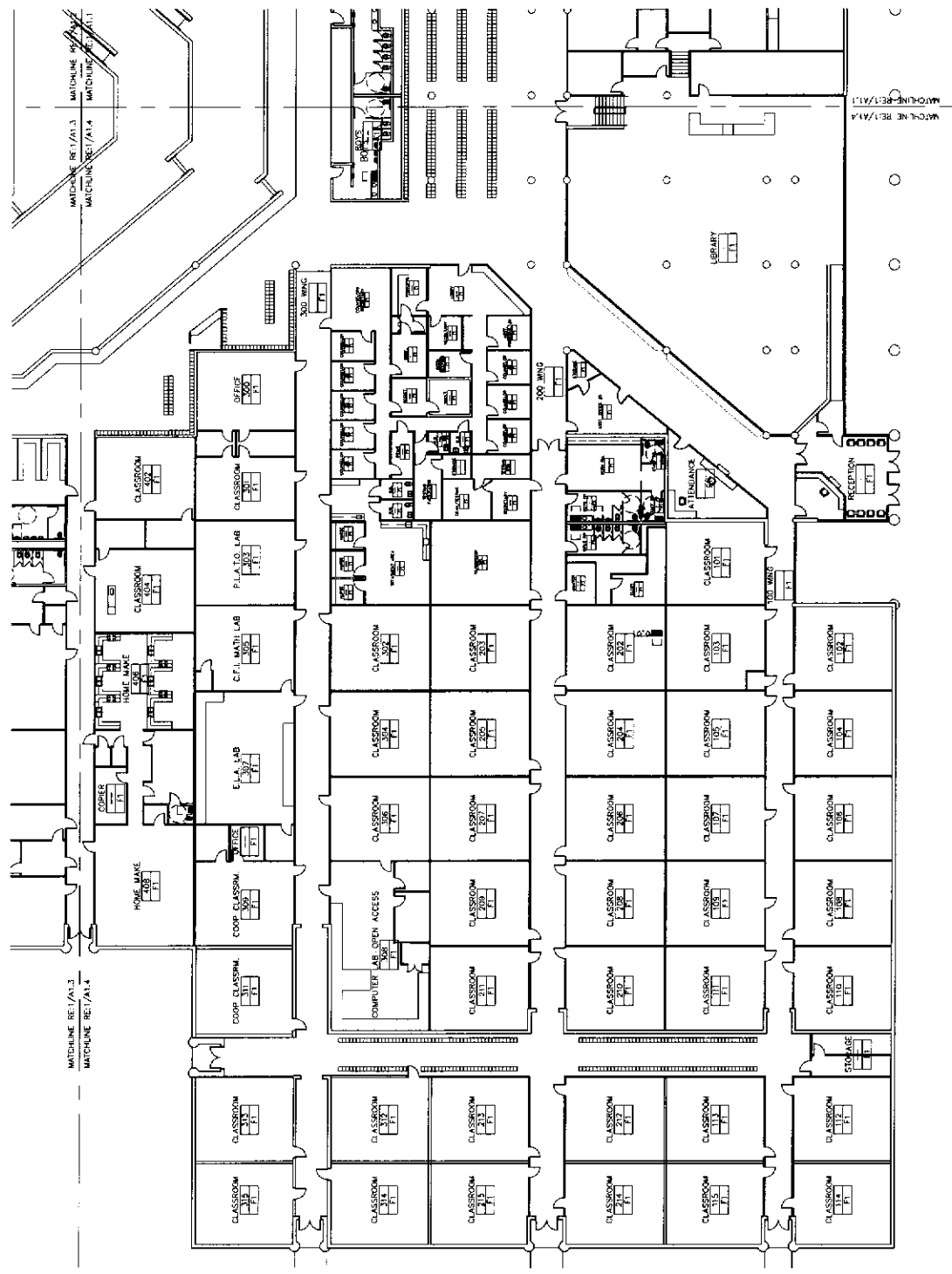
ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
EDINBURG, TX

PROJECT NUMBER  
20018  
DATE  
FEBRUARY 15, 2011  
PRELIMINARY

S H E E T  
A1.4  
9



KEY PLAN  
N



1 ENLARGED FLOORPLAN  
SCALE: 1/16" = 1'-0"



EXHIBIT



Minkel  
Architectural  
Services  
MEMBER ARCHITECTS OF AMERICA

PRELIMINARY  
S.D. SET

ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX

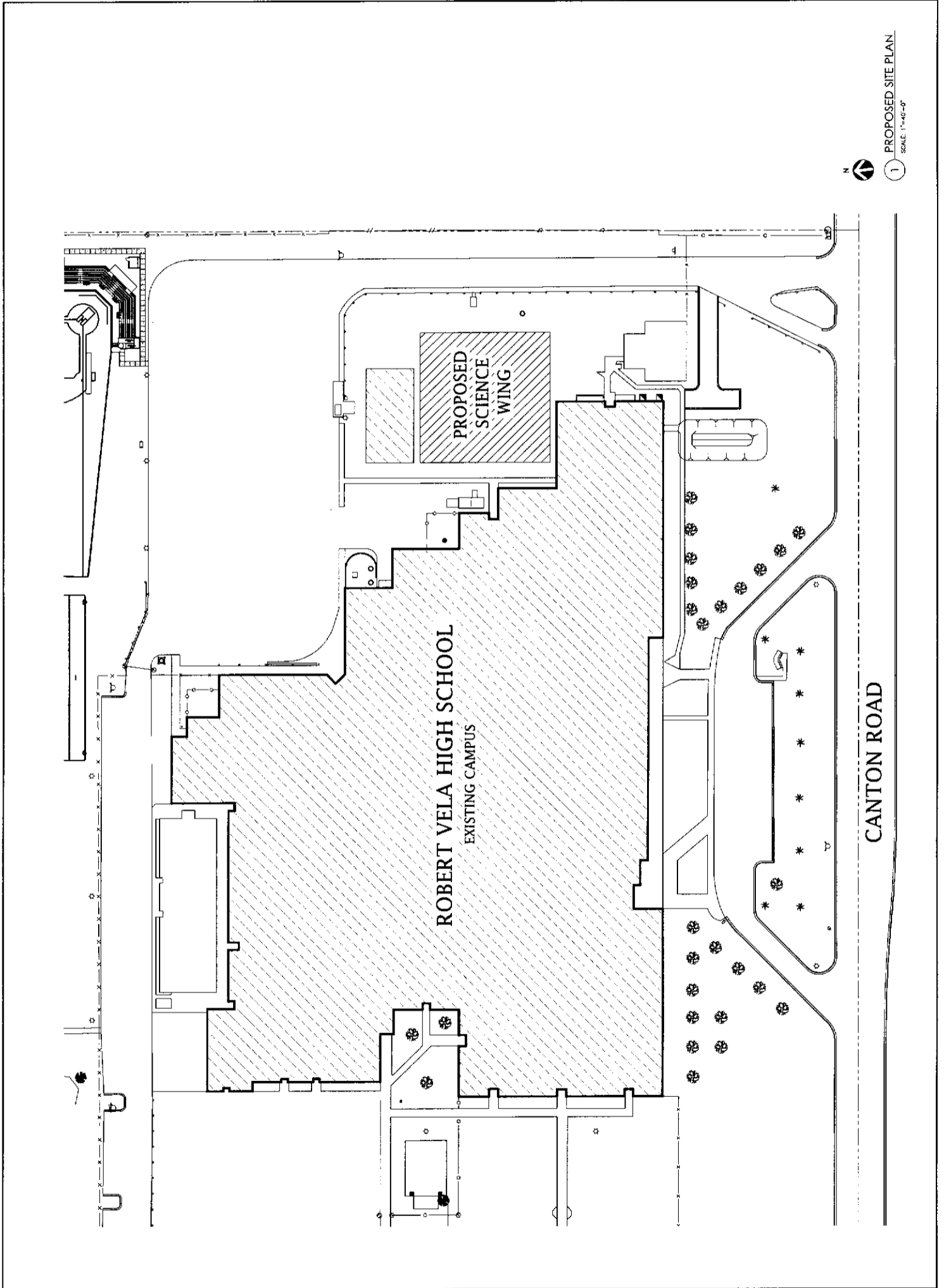
PROJECT NUMBER  
20028

DATE

FEBRUARY 16, 2011

PRELIMINARY

S H E E T  
AST.0



1 PROPOSED SITE PLAN  
SCALE: 1"=40'-0"

EXHIBIT



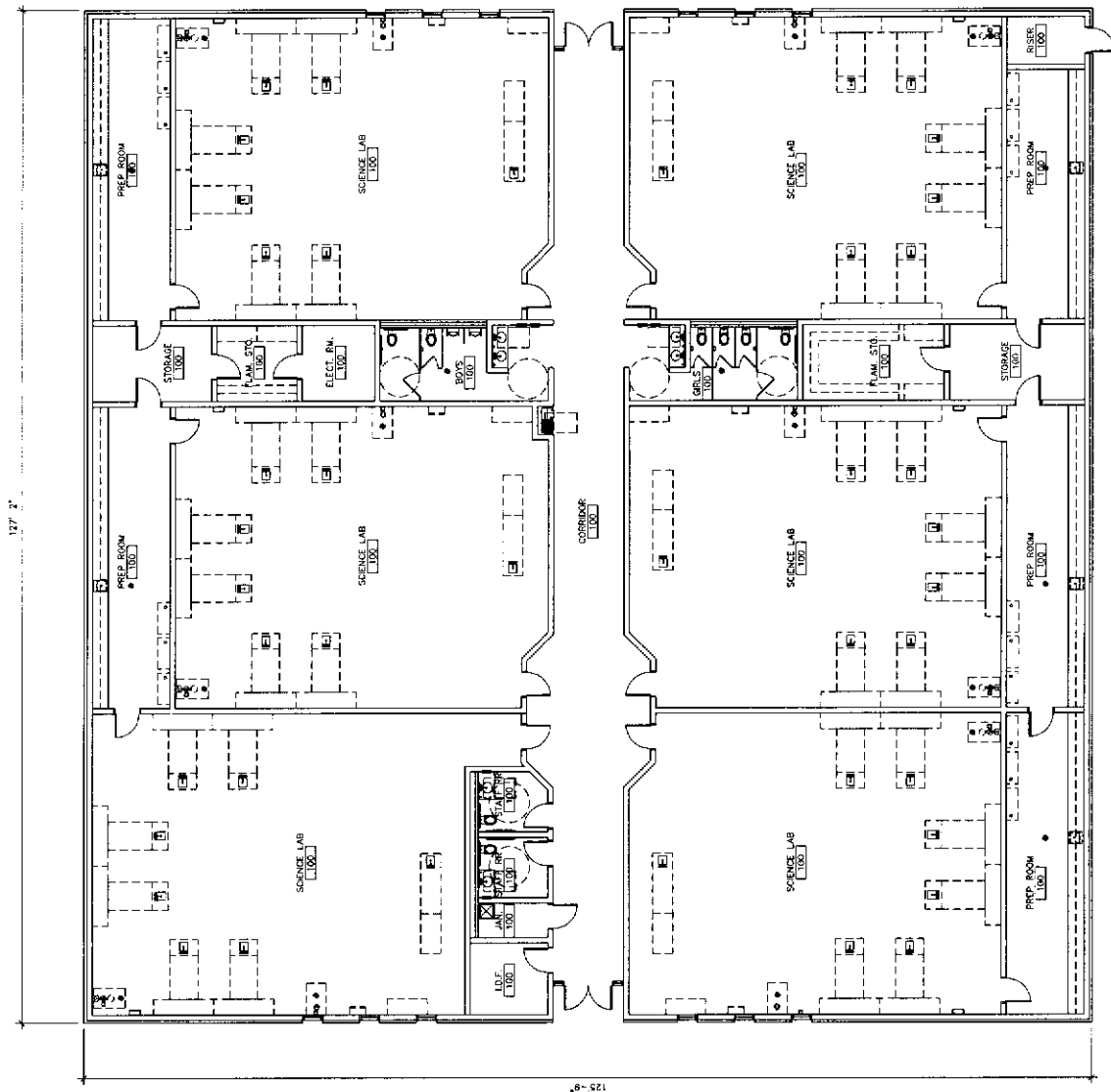
Ufford  
Architectural  
Services  
MEMBER FIRM OF HOK GROUP

PRELIMINARY  
S.D. SET

ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX

PROJECT NUMBER  
26048  
DATE  
FEBRUARY 16, 2011  
PRELIMINARY

SHEET  
A2-0  
OF



1 FLOORPLAN - SCIENCE WING  
SCALE: 1/8" = 1'-0"



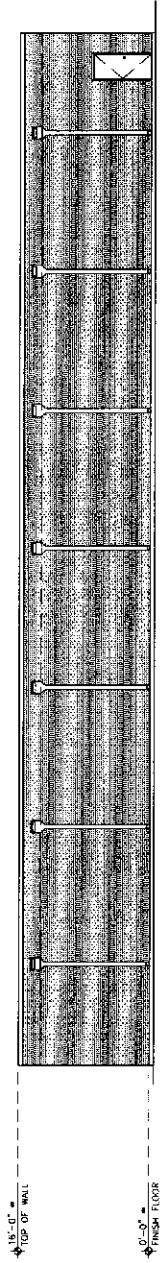
Milnet  
Architectural  
Services  
MEMBER ARCHITECTS OF AMERICA

PRELIMINARY  
S.D. SET

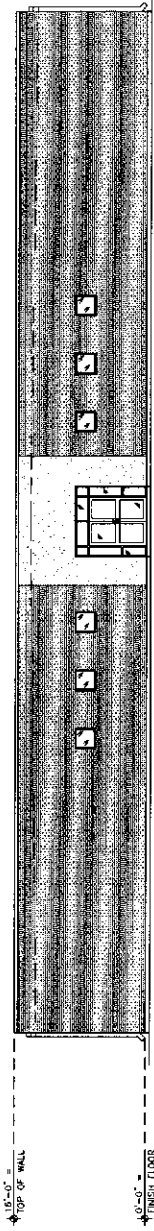
ROBERT VELA HIGH SCHOOL  
EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
EDINBURG, TX

PROJECT NUMBER  
28236  
DATE  
FEBRUARY 16, 2011  
PRELIMINARY

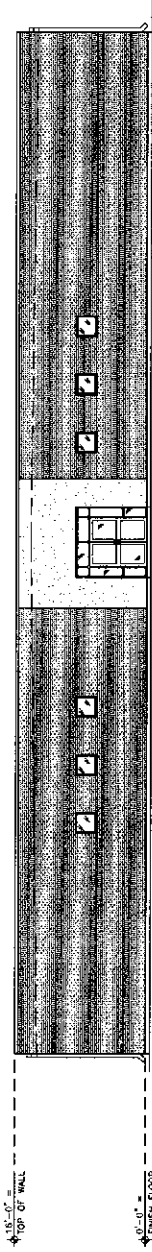
SHEET  
A3.0  
OF



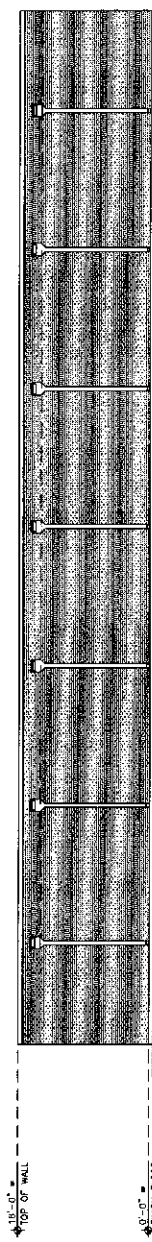
4 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

**APPROVAL OF ARCHITECT AMENDMENT FEE FOR GROUP E - ROBERT VELA HIGH SCHOOL**

**Superintendent's Recommendation**

That the Board of Trustees approves the Architect Amendment Fee for Group E – Robert Vela High School as prepared by Broaddus & Associates.

**Rationale**

Attached is a projection of the proposed cost for the development of a new Science Wing Addition, for the Robert Vela High School Renovation Project. Broaddus and Associates respectfully request the ECISD Board of Trustees consider approval of the proposed increase in the Architect's fee based on the projected cost of the new wing. Construction of the proposed Science Wing.

Per the attachment, the recently revised project construction budget of \$3,683,339 would increase to \$5,453,339 and the corresponding A/E fee would increase by \$106,200, from \$276,250 to \$382,450. Broaddus and Associates believe that this adjustment to the Architect's fee is fair and reasonable.

The Facilities Committee has reviewed this item and recommended Board approval.

**Budgetary Information**

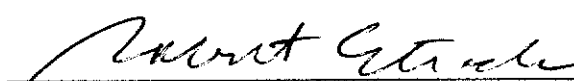
Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6216-00-006-199	\$469,370.00	\$ 292,360.00	\$17,457.50	\$159,552.50

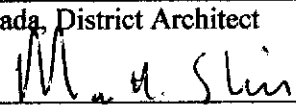
**Resource Personnel**

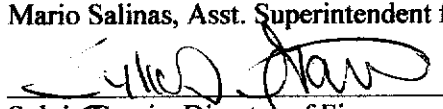
Facilities Committee	Dr. Rene Gutiérrez
Mario Salinas	Dr. Rebecca Morrison
Sylvia Garcia	Robert Estrada

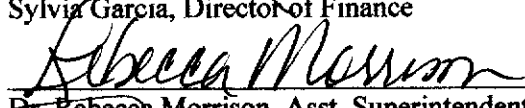
**Board Policy Reference**

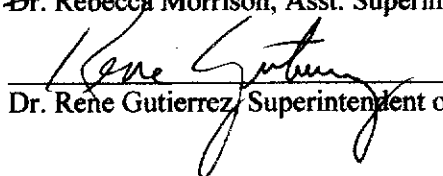
This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by:   
 Robert Estrada, District Architect

Approved by:   
 Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations:   
 Sylvia Garcia, Director of Finance

Approved by:   
 Dr. Rebecca Morrison, Asst. Superintendent for Finance

Recommended by:   
 Dr. Rene Gutierrez, Superintendent of Schools

**BROADDUS  
& ASSOCIATES**  
INCORPORATED PROJECT MANAGEMENT AND CONSULTING

03/01/2011

Dr. Rene Gutierrez, Ed.D.  
Superintendent of Schools  
Edinburg Consolidated Independent School District  
411 N. 8<sup>th</sup> St.  
Edinburg, TX 78541

Re: ECISD 2008 Bond Program  
Robert Vela High School (Harwell) Campus Renovations  
Revisions to Project Budget and Architect's Agreement

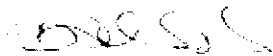
Dear Mr. Gutierrez:

Attached is a projection of the proposed cost for the development of a new Science Wing Addition, for the Robert Vela High School Renovations project. Broaddus & Associates respectfully request the ECISD Board of Trustees consider approval of the proposed increase in the Architect's fee based on the projected cost of the new wing. Construction of the proposed science wing

Per the attachment, the recently revised project construction budget of \$3,683,339 would increase to \$5,453,339 and the corresponding A/E fee would increase by \$106,200, from \$276,250 to \$382,450. Broaddus & Associates believes that this adjustment to the Architect's fee is fair and reasonable.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, FAIA  
Senior Project Manager, LEED AP  
FN: 110301 ECISD RVHS Renovs Board Recom Let.docx

1100 E. Jasmine Ave. ♦ McAllen, Texas 78501 ♦ Phone: (956) 688-2307 ♦ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ Fax: (512) 329-8242

**EXHIBIT** \_\_\_\_\_

ADDITIONAL SERVICES PROPOSAL #01

March 01, 2011

Rodolfo Molina, AIA, Principal  
Milnet Architectural Services  
608 S. 12th St.  
McAllen, TX 78501  
(956) 688-5656

RE: ECISD 2008 Bond Program  
Robert Vela High School (Harwell) Campus Renovations  
Revisions to Project Budget and Architect's Agreement

Gentlemen:

Please refer to the Agreement dated November 12, 2008 between Edinburg Consolidated Independent School District ("Owner") and the undersigned ("Architect") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Project Architect is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

- 1. Owner has requested the performance of the services described below which Project Architect deems to be Additional Services.

Basic services for the development of a separate six lab Science Wing Addition. Refer to attached floor plan.

- 2. Project Architect agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed one hundred six thousand two hundred Dollars (\$106,200.00) and for reimbursement of expenses in accordance with the Agreement, incurred solely in connection with the performance of such Additional Services.

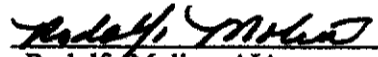
- 3. Project Architect will perform the service in accordance with the schedule. The schedule will be adjusted to reflect the date that the Architect is authorized to proceed.

If the foregoing is acceptable to you, please so execute by signing this letter at the space provided for this purpose.

Original Contract Amount	\$64,125.00
Previous Additions	212,125.00
Previous Deductions	0.00
<b>Net Balance Contract Amount</b>	<u>\$276,250.00</u>
This Addition	106,200.00
<b>Adjusted Contract Amount</b>	<u>\$382,450.00</u>

Milnet Architectural Services

By:

  
Name: Rodolfo Molina, AIA  
Title: Principal

Edinburg Consolidated Independent School District

By:

Name: Dr. Rene Gutierrez, Ed.D.  
Title: Superintendent of Schools

EXHIBIT \_\_\_\_\_

# APPROVAL OF CMR CONTRACT AMENDMENT FEE FOR GROUP E - ROBERT VELA HIGH SCHOOL

**Superintendent's Recommendation**

That the Board of Trustees approves the CMR for Group E – Robert Vela High School as prepared by Broaddus & Associates.

**Rationale**

Attached is a proposal for an adjustment to the Construction Manager's construction phase fee. Per the attachment, the original project construction budget of \$885,000 is increased to \$5,453,339 and the renegotiated construction phase fee is reduced from 6.5% to 4.3% based on the increase in the project budget. The corresponding construction phase fee will increase by \$178,918, from \$55,575 to \$234,493. Broaddus and Associates believes that this adjustment to the Construction Manager at Risk's construction phase fee is fair and reasonable.

Broaddus and Associates respectfully request the ECISD Board of Trustees consider approval of the proposed increase in the Construction Manager at Risk's (CMR) fee based on the revised cost projections. Approval of this increase will allow the CMR to proceed with participation in the pre-construction phase of his agreement.

The Facilities Committee has reviewed this item and recommended Board approval.

**Budgetary Information**

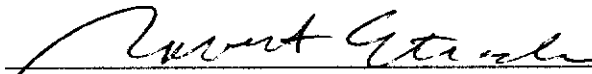
Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6216-00-006-199	\$469,370.00	\$ 292,360.00	\$17,457.50	\$159,552.50

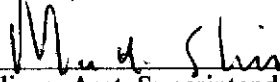
**Resource Personnel**


Facilities Committee	Dr. Rene Gutiérrez
Mario Salinas	Dr. Rebecca Morrison
Sylvia Garcia	Robert Estrada


**Board Policy Reference**

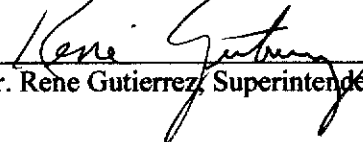
This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by:   
Robert Estrada, District Architect

Approved by:   
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations:   
Sylvia Garcia, Director of Finance

Approved by:   
Dr. Rebecca Morrison, Asst. Superintendent for Finance

Recommended by:   
Dr. Rene Gutierrez, Superintendent of Schools

**BROADDUS  
& ASSOCIATES**  
INTEGRATED PROJECT MANAGEMENT AND CONSULTING

03/02/2011

Dr. Rene Gutierrez, Ed.D.  
Superintendent of Schools  
Edinburg Consolidated Independent School District  
411 N. 8<sup>th</sup> St.  
Edinburg, TX 78541

Re: ECISD 2008 Bond Program  
Robert Vela High School (Harwell) Campus Renovations  
Revisions to Project Budget and CMR's Agreement

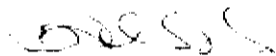
Dear Mr. Gutierrez:

Attached is a proposal for an adjustment to the Construction Manager's construction phase fee. Per the attachment, the original project construction budget of \$855,000 is increased to \$5,453,339 and the renegotiated construction phase fee is reduced from 6.5% to 4.3% based on the increase in the project budget. The corresponding construction phase fee will increase by \$178,918, from \$55,575 to \$234,493. Broaddus & Associates believes that this adjustment to the Construction Manager at Risk's construction phase fee is fair and reasonable.

Broaddus & Associates respectfully request the ECISD Board of Trustees consider approval of the proposed increase in the Construction Manager at Risk's (CMR) fee based on the revised cost projections. Approval of this increase will allow the CMR to proceed with participation in the pre-construction phase of his agreement.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, FAIA  
Senior Project Manager, LEED AP  
FN: 110302 ECISD RVHS Renovs Board Recom Let Enriquez.docx

1100 E. Jasmine Ave. ♦ McAllen, Texas 78501 ♦ Phone: (956) 688-2307 ♦ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ Fax: (512) 329-8242

**EXHIBIT** \_\_\_\_\_

**ADJUSTMENT TO CONSTRUCTION PHASE FEE**

**Date:** March 02, 2011  
**Project Name:** Harwell Renovation  
**Campus:** Harwell Middle School  
**Project No.:** NA

**Date of Agreement:** April 14, 2009

**To:** Edinburg Consolidated ISD  
411 N. 8<sup>th</sup> St.  
Edinburg, TX 78541

**Attn:** Dr. Rene Gutierrez, Ed.D.

In accordance with the provisions of the Agreement, the Owner hereby amends the Basis of Compensation as described in Article 24.

The original basis for compensation shall be amended for the following reasons:

*Renegotiation of construction phase fee due to a substantial increase in the CCL (construction cost limitation). The Pre-Construction Fee will not be changed and the construction duration will be mutually agreed upon as part of the GMP submission.*

The Construction Phase Fee shall be amended as follows:

<b>ORIGINAL CCL:</b>	<u>\$ 855,000.00</u>
<b>ORIGINAL FEE PERCENTAGE:</b>	<u>6.5 %</u>
<b>ORIGINAL CONSTRUCTION PHASE FEE:</b>	<u>\$ 55,575.00</u>

(as described in Art. 24.3)

<b>ADJUSTED CCL:</b>	<u>\$ 5,453,339.00</u>
<b>REVISED FEE PERCENTAGE:</b>	<u>4.3 %</u>
<b>ADJUSTED CONSTRUCTION PHASE FEE:</b>	<u>\$ 234,493.00</u>

**APPROVED BY:**

**OWNER:**

Edinburg Consolidated ISD

**By:**

**Name:** Dr. Rene Gutierrez, Ed.D.

**Title:** Superintendent of Schools

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

**CONSTRUCTION MANAGER:**

Enriquez Enterprises, Inc.

**By:**

**Name:** Gilbert Enriquez

**Title:** Owner

**Date:** 3/2/11

**EXHIBIT** \_\_\_\_\_

**APPROVAL OF CONSTRUCTION TESTING FOR GROUP E –  
ROBERT VELA HIGH SCHOOL RENOVATION AND SCIENCE  
WING ADDITION CONTRACT**

**Superintendent's Recommendation**

That the Board of Trustees approves the Construction Materials Testing for Group E – Robert Vela High School Renovation and Science Wing Addition Contract as prepared by Broaddus & Associates.

**Rationale**

Broaddus and Associates have reviewed the attached proposal submitted by Millennium Engineers Group, Inc. dated February 24, 2011, for **\$8,225.00** for the geotechnical engineering study for the Bond Program project referred to above.

Based on our review, Broaddus and Associates finds the proposal to be reasonable and appropriate and respectfully request that the Board of Trustees approve the proposal for geotechnical services for the soils investigation for the proposed new building and site improvements for the Robert Vela High School.

**Budgetary Information**

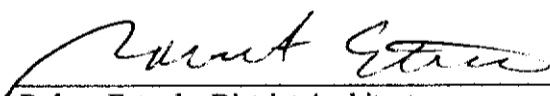
Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6216-00-006-199	\$469,370.00	\$ 292,360.00	\$17,457.50	\$159,552.50

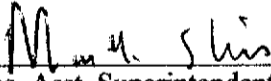
**Resource Personnel**


Dr. Rene Gutiérrez  
Mario Salinas  
Dr. Rebecca Morrison  
Sylvia Garcia  
Robert Estrada

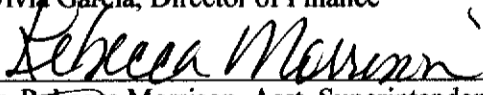
**Board Policy Reference**

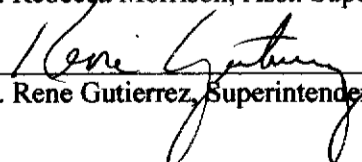
This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by:   
Robert Estrada, District Architect

Approved by:   
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations:   
Sylvia Garcia, Director of Finance

Approved by:   
Dr. Rebecca Morrison, Asst. Superintendent for Finance

Recommended by:   
Dr. Rene Gutierrez, Superintendent of Schools

**BROADDUS  
& ASSOCIATES**  
*INNOVATIVE PROJECT MANAGEMENT AND CONSULTING*

03/02/2011

Dr. Rene Gutierrez, Ed.D.  
Superintendent of Schools  
Edinburg Consolidated Independent School District  
411 N. 8<sup>th</sup> St.  
Edinburg, TX 78541

Re: ECISD 2008 Bond Program  
Robert Vela High School (Harwell) Renovations & Science Wing Addition  
Geotechnical Engineering Services Proposal

Dear Mr. Gutierrez:

Broaddus & Associates has reviewed the attached proposal submitted by Millenium Engineers Group, Inc., dated February 24, 2011, for the Bond Program project referred to above.

Based on our review, Broaddus & Associates finds the proposal to be reasonable & appropriate and respectfully request that the Board of Trustees approve the proposal for geotechnical services for the soils investigation for the proposed new building and site improvements for the Robert Vela High School.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, AIA  
Project Manager

FN: 110308 ECISD RVHS (Harwell) Geo Testing Recommendation Letter.docx

1100 E. Jasmine Ave. ♦ McAllen, Texas 78501 ♦ Phone: (956) 688-2307 ♦ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ Fax: (512) 329-8242

**EXHIBIT** \_\_\_\_\_



February 24, 2011

Edinburg Consolidated Independent School District  
c/o Mr. Rolando Garcia, FAIA  
Broaddus & Associates  
1100 East Jasmine Avenue, Suite 102  
McAllen, Texas 78501

Subject: Letter of Proposal  
Robert Vela High School  
Edinburg, Texas  
Geotechnical Engineering Services  
MEG Proposal No. 01-11-217G

Dear Mr. Garcia:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to Broaddus & Associates (CLIENT) to offer our services in the following area(s):

- **Geotechnical Engineering Services**

This master contract is general in nature and will cover the services requested by the CLIENT for the subject project. This agreement will remain in effect for the duration of the subject project.

It is our understanding that the subject project is located in Edinburg, Hidalgo County, Texas. The scope of services for this project will consist of performing a geotechnical engineering study to include to eleven (11) 20' borings, one (1) 10' boring and one (1) 5' boring for foundation recommendations. The cost of services is \$8,225.00 for the proposed project. Our firm will require payment after completing the services.

Upon your authorization we will begin immediately on the services you have requested.

Millennium Engineers Group, Inc. 705 Dawson Drive. Edinburg, TX 78539. Phone 956/383-8522. Fax 956/383-0295

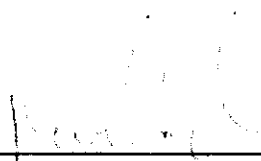
**EXHIBIT** \_\_\_\_\_

We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Our professional services will be carried out in accordance with the scope of work that has been outlined.

Please sign the attached agreement with initials on each page and return one signed copy of this master contract that provides written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 4569, Edinburg, Texas 78540-4569.

Sincerely yours,

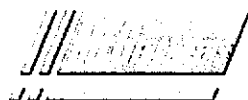
**MILLENNIUM ENGINEERS GROUP, INC.**

---

Raul Palma, P.E.  
President

Attachments:            Proposal 01-11-217G  
                                 Authorization for Professional Services and Provisions  
                                 Attachment "A", Scope of Services  
                                 Attachment "B", Hourly Rate Schedule



Proposal No. 01-11-217G

**EXHIBIT** \_\_\_\_\_

# AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Robert Vela High School  
Edinburg, Texas

**PROPOSAL NUMBER:** 01-11-217G

**CLIENT:** Edinburg Consolidated Independent School District  
c/o Mr. Rolando Garcia, FAIA  
Broaddus & Associates

**CLIENT ADDRESS:** 1100 East Jasmine Avenue, Suite 102  
McAllen, Texas 78501

hereby requests and authorizes Millennium Engineers Group, Inc. to perform the following services:

**SCOPE:** Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in "Attachment A – Scope of Services" attached, herewith and made a part of this authorization.

**COMPENSATION:** Compensation to be on a basis of a lump sum amount of \$8,225.00 without modification. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with Article 8 "Additional Services" of the attached PROVISIONS.

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of the services for Millennium Engineers Group, Inc.'s administrative costs.

Approved for **Broaddus & Associates**

Approved for **Millennium Engineers Group Inc.**

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

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

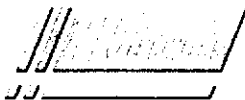
Printed Name: \_\_\_\_\_

Raul Palma  
President

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

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

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



Initials \_\_\_\_\_

Proposal No. 01-11-217G

**EXHIBIT** \_\_\_\_\_



# Proposal

Date	Proposal No.
2/24/2011	01-11-217G

Millennium Engineers Group, Inc.  
 PO Box 4569  
 Edinburg, Texas 78540-4569

Name / Address
Edinburg CISD c/o Mr. Rolando Garcia, FAIA Broaddus & Associates 1100 East Jasmine Avenue, Suite 102 McAllen, Texas 78501

Project Name
Robert Vela High School, Edinburg, Texas

Description	Qty	Cost	Total
Geotechnical Engineering Study to include eleven (11) 20' , one (1) 10' boring and one (1) 5' boring for foundation recommendations.	1	8,225.00	8,225.00
MEG Appreciates The Opportunity to Serve You. Local People Helping To Build The Rio Grande Valley.		<b>Total</b>	<b>\$8,225.00</b>

**EXHIBIT** \_\_\_\_\_

## PROVISIONS

### 1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. to proceed with the work, unless otherwise provided for in the authorization.

### 2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MILLENNIUM ENGINEERS GROUP, INC.'s administrative costs, as provided on the previous page of the authorization.

### 3. PROFESSIONAL STANDARDS

MILLENNIUM ENGINEERS GROUP, INC. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. MILLENNIUM ENGINEERS GROUP, INC. makes no other warranty, expressed or implied.

### 4. TERMINATION

Either CLIENT or MILLENNIUM ENGINEERS GROUP, INC. may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MILLENNIUM ENGINEERS GROUP, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

### 5. LEGAL EXPENSES

In the event legal action is brought by CLIENT or MILLENNIUM ENGINEERS GROUP, INC. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

### 6. PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by MILLENNIUM ENGINEERS GROUP, INC. for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MILLENNIUM ENGINEERS GROUP, INC., and if such interest exceeds the principal balance of CLIENT's indebtedness to MILLENNIUM ENGINEERS GROUP, INC. will be returned to the CLIENT. It is the intent of MILLENNIUM ENGINEERS GROUP, INC. and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MILLENNIUM ENGINEERS GROUP, INC. agree that in the event CLIENT and MILLENNIUM ENGINEERS GROUP, INC. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MILLENNIUM ENGINEERS GROUP, INC. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MILLENNIUM ENGINEERS GROUP, INC.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.



Initials \_\_\_\_\_

Proposal No. 01-11-217G

**EXHIBIT** \_\_\_\_\_

**7. LIMITATION OF LIABILITY**

MILLENNIUM ENGINEERS GROUP, INC.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

**8. ADDITIONAL SERVICES**

Services in addition to those specified in Scope will be provided by MILLENNIUM ENGINEERS GROUP, INC. if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MILLENNIUM ENGINEERS GROUP, INC., and which is referenced under Compensation.

**9. SALES TAX**

In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

**10. TERMINATION FOR NON-PAYMENT OF FEES**

MILLENNIUM ENGINEERS GROUP, INC. may terminate this contract by giving written notice if any MILLENNIUM ENGINEERS GROUP, INC. invoice remains unpaid for more than sixty (60) days. MILLENNIUM ENGINEERS GROUP, INC.'s right to terminate this contract shall not be waived by MILLENNIUM ENGINEERS GROUP, INC.'s continued performance during any period of investigation by MILLENNIUM ENGINEERS GROUP, INC. to determine the reasons for CLIENT's nonpayment.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.



Initials \_\_\_\_\_

Proposal No. 01-11-217G

**EXHIBIT** \_\_\_\_\_

## ATTACHMENT "A"

### SCOPE OF SERVICES

This part of the project consists of providing basic geotechnical engineering services for Robert Vela High School located in Edinburg, Texas. The Geotechnical Engineering study will include eleven (11) 20' borings and one (1) 10' boring and one (1) 5' boring for foundation recommendations.

Environmental, Construction Materials Testing and Inspection services if requested from the Engineer will be considered additional services.

#### TASK I – Initial Project Coordination, Utility Coordination and Field Services

- A. Review and discussion of initial plans provided by client.
- B. Review of utility plans provided by client and/or owner and call Texas One Call for utility location markings for client and/or owner.
- C. Provide drilling services for field testing and obtain soils samples for laboratory testing.
- D. Obtain depth of water table if any is found.

#### TASK II – Laboratory Testing and Report Preparation

- A. Evaluate and visually classify soil samples.
- B. Evaluate soil samples through a series of laboratory tests to determine engineering properties.
- C. Review and analyze the results of the soil testing.
- D. Determine engineering properties of the soils and prepare foundation and/or pavement recommendations.
- E. Provide two copies of engineering report.

### ADDITIONAL SERVICES

Any items requested by the Owner that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. Millennium Engineers Group, Inc. can provide or obtain the following services but they are not included in the limited scope of this agreement. This is not an all-inclusive list of additional services and additional tasks may be added as deemed necessary on a project-by-project basis.

1. Environmental Services.
2. Construction Materials Testing.
3. Review final design and contract documents to check that our geotechnical recommendations are properly interpreted and incorporated in the design and construction documents.
4. Construction Inspections or Resident Project Representative Services.
5. Coordination and/or attendance of meetings, unless otherwise specified.



Initials \_\_\_\_\_

Proposal No. 01-11-217G

**EXHIBIT** \_\_\_\_\_

**FEE AND BILLING**

Millennium Engineers Group, Inc. will accomplish the services described in Task I through Task II on the basis of a lump sum fee. Services will be billed as follows: 100% payment due after performing the geotechnical services.

Additional services for Millennium Engineers Group, Inc. will be billed on an hourly rate as defined in Attachment "B". Additional services provided by an outside source will be billed at invoice cost plus 15% for administration purposes. We anticipate basic service fees for project to be as budgeted below:

Basic Engineering for Subsurface Soil Study And Recommendations:	<u>\$ 8,225.00</u>
 Total Lump Sum Fee:	 <b>\$ 8,225.00</b>



Initials \_\_\_\_\_  
Proposal No. 01-11-217G

**EXHIBIT \_\_\_\_\_**

**ATTACHMENT "B"**

**Hourly Rate Schedule**

Extra Services requested of the Engineer by the Owner, for which compensation is not specifically covered elsewhere in this Agreement, shall be furnished by the Engineer at salary cost plus 15% service charge and reimbursement for direct non-labor expense and subcontractor expense at invoice cost plus 15% service charge. Fee Schedule is as follows:

Position Title	Fee
Additional Drilling per linear foot (if needed)	\$40.00/LF
Principal Engineer	\$ 120.00/HR
Engineer	\$ 95.00/HR
Project Management & Coordination	\$ 65.00/HR
Senior Engineering Technician	\$ 37.00/HR
Engineering Technician	\$ 34.50/HR
Clerical	\$ 38.00/HR
Additional Report Copies	\$25.00/EA
Copies	\$0.15/Page
Vehicle Trip Charge (within 25 miles of office)	\$50.00/Trip
Vehicle Trip Charge (beyond 25 miles of office)	\$1.00/Mile
Outside Services	Cost + 15%



Initials \_\_\_\_\_

Proposal No. 01-11-217G

**EXHIBIT** \_\_\_\_\_

APPROVAL OF THE FIRST READING OF BOARD POLICY DC (LOCAL)-EMPLOYMENT PRACTICES

Superintendent's Recommendation

That the Board of Trustees approve the First Reading of Board Policy DC (Local): Employment Practices as attached.

Rationale

To ensure that local policy correlates with the district's employment and financial goals and objectives.

Budgetary Information

Not Applicable

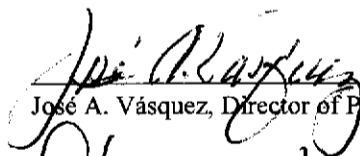
Resource Personnel

Dr. René Gutiérrez, Superintendent of Schools  
Dr. Rebecca Morrison, Assistant Superintendent for Finance and Operations  
José A. Vásquez, Director of Personnel

Board Policy Reference and Compliance

This item is in compliance and in accordance with DC (LOCAL) Employment Practices.

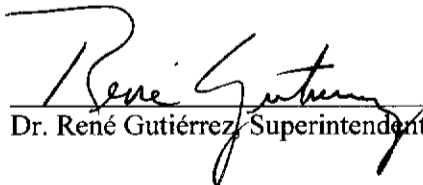
Reviewed by:

  
\_\_\_\_\_  
José A. Vásquez, Director of Personnel

Approved by:

  
\_\_\_\_\_  
Dr. Rebecca Morrison, Asst. Supt. for Finance and Operations

Recommended by:

  
\_\_\_\_\_  
Dr. René Gutiérrez, Superintendent of Schools

EMPLOYMENT PRACTICES

DC  
(LOCAL)

PERSONNEL DUTIES	The Superintendent shall define the qualifications, duties and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
POSTING VACANCIES	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
APPLICATIONS	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.
EMPLOYMENT OF ALL PERSONNEL	<p>The Superintendent has sole authority to make recommendations to the Board regarding the selection of personnel.</p> <p>The Board retains final authority for the employment of contractual and noncontractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]</p>
EXIT INTERVIEWS AND EXIT REPORTS	An exit interview shall be conducted, if possible, and an exit report shall be prepared for every employee who leaves employment with the District.
PROCEDURES FOR HIRING RETIREES	<p>An employee planning to retire from the District shall contact the Teacher Retirement System of Texas for all information regarding retirement benefits, including the effect on such benefits of returning to employment.</p> <p>No person shall be hired under this policy for either a full-time or part-time position until the former employee has been officially retired for at least one full calendar month.</p>
ELIGIBILITY FOR REHIRE	<p>Effective with the adoption of this policy, a person who has retired from the District under the Teacher Retirement System of Texas (TRS) shall not be eligible to be rehired by the District on either a full-time or part-time basis unless the person is to be hired in one of the following:</p> <ol style="list-style-type: none"><li>1. A position determined by the Board to be an "acute teacher shortage area" for the school year in which the retiree would be employed;</li></ol>

DATE ISSUED:  
UPDATE  
DC(LOCAL)-X

2. A substitute or temporary position; or

3. At-will positions in areas the Superintendent, at his or her discretion, has identified as a shortage area.

Any retired employee seeking to return to employment in the District shall complete the application process and be considered along with other applicants. In accordance with Government Code 824.602(a)(m)(3), in considering applicants for professional educator positions, the District must give preference to certified applicants who are not retirees.

The Board shall review annually the list of acute teacher shortage areas in which retired teachers or administrators may be hired and shall authorize the Superintendent to make such additions or deletions to the list as may be necessary in accordance with applicable law.

A retiree who is rehired by the District shall:

CONTRACT

1. If hired as a full-time employee, be entitled to the same type of contract as a classroom teacher who is not retired. Any contract entered into with a District retiree following the adoption of this policy shall be limited to one year. At the end of the one-year term, the retiree may reapply subject to the requirements stated above at ELIGIBILITY FOR REHIRE.

A contract with any retiree that was effective prior to the adoption of this policy may not be renewed, and a new contract issued, unless the retiree was employed by the District at the time of retirement and the employee is to be rehired in an acute teacher shortage area as determined by the Board.

SALARY

2. Be paid according to the state minimum teacher salary schedule.

BENEFITS

3. Be entitled to participate in the District's group health coverage.
4. Be eligible for state personal leave, state assault leave, and temporary disability leave as provided by Education Code 22.003; and federal family and medical leave, if applicable.
5. Not be eligible for local leave.

APPRAISAL

6. Be subject to the same appraisal requirements as any other District employee.

APPROVAL OF THE FIRST READING OF BOARD POLICY DEC (LOCAL) -  
COMPENSATION AND BENEFITS – LEAVES AND ABSENCES

Superintendent's Recommendation

That the Board of Trustees approve the first reading of Board Policy DEC (Local) –  
Compensation and Benefits – Leaves and Absences as attached.

Rationale

ECISD Board Policy DEC (Local) – Compensation and Benefits – Leaves and Absences has not  
been reviewed or revised since September, 2005. We should ensure that local policy correlates  
with district practice, procedures and any additional requirements or regulations as needed.

Budgetary Information

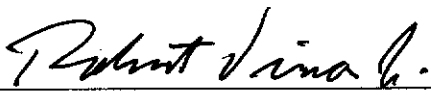
n/a

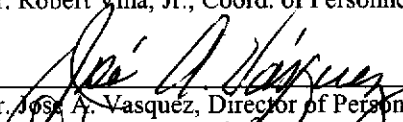
Resource Personnel

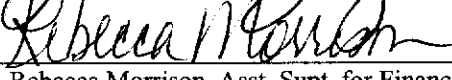
Dr. René Gutiérrez  
Dr. Rebecca Morrison  
Mr. Jose A. Vasquez  
Mrs. Zelda M. Lopez  
Mr. Robert Vina, Jr.  
Mrs. Margarita Oyervides

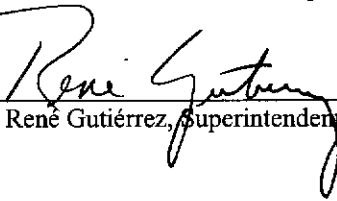
Board Policy Reference

This is in accordance with Board Policy, DEC (Local) Compensation and Benefits – Leaves and  
Absences

Prepared by:   
Mr. Robert Vina, Jr., Coord. of Personnel/Legal Issues

Approved by:   
Mr. Jose A. Vasquez, Director of Personnel

Approved by:   
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:   
Dr. René Gutiérrez, Superintendent of Schools

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

DEFINITIONS  
FAMILY

The term "immediate family" shall include:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in local parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in local parentis* to the employee.
4. Sibling, stepsibling, sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act, (FMLA) the definitions of "family" includes only spouse, parent, and child son or daughter, and next of kin of a covered service member are found in DECA (Legal)

FAMILY  
EMERGENCY

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

WORKDAY

A "workday" for purposes of accumulation earning, use, or recording shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

CATASTROPHIC ILLNESS  
OR INJURY

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

STATE PERSONAL  
LEAVE – RATE OF  
ACCRUAL

~~Each employee shall earn state personal leave at the rate of one-half workday for each 18 workdays of employment, up to the statutory maximum of five workdays annually.~~

STATE PERSONAL LEAVE

For purposes of this section, each employee shall earn state personal leave up to the statutory maximum of five workdays annually at the rate established in administrative regulations.

TYPE OF STATE  
PERSONAL LEAVE

~~The Board requires employees to differentiate between uses of personal leave.~~ The Board requires employees to differentiate the manner in which state personal leave is used.

DISCRETIONARY USE

~~To be taken at the individual employee's discretion, subject to limitations set out below:~~ Discretionary use of leave is at the individual employee's discretion subject to limitations set out below.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES  
NON  
DISCRETIONARY USE

DEC  
(LOCAL)

~~To be used~~ **Non-discretionary use of leave shall be** for the same reasons and in the same manner as state sick leave accumulated ~~prior to~~ **before** May 30, 1995. [See DEC (LEGAL)]

~~USE OF~~  
DISCRETIONARY  
LEAVE REQUEST FOR  
LEAVE

A written request for use of discretionary personal leave shall be submitted to the immediate supervisor or designee in advance in accordance with administrative regulations. The reasons for which personal leave may be used shall not be limited by the District. In deciding to approve personal leave, however, the supervisor or designee shall consider the effect of the employee's absence on the educational program, as well as the availability of substitutes. [See DEC (LEGAL)]

**LIMITATIONS**

**Discretionary personal leave may be taken at the employees discretion not to exceed five days per semester. Discretionary leave shall not be allowed in the following circumstances:**

- 1. The day before a school holiday,**
- 2. The day after a school holiday,**
- 3. Days scheduled for end-of-semester or end-of-year exams,**
- 4. Days scheduled for state-mandated assessments, or**
- 5. Professional or staff development days.**

DURATION OF  
LEAVE

Discretionary personal leave may not be taken for more than three consecutive days.

LOCAL LEAVE

All employees shall earn five workdays of local leave per school year, ~~at the same rate as state personal leave.~~ **at the rate of one-half workday for each 18 workdays of employment.** Local leave shall accumulate to a maximum of 20 workdays and shall be taken with no loss of pay.

Local leave shall be used under the terms and conditions applicable to state sick leave accumulated prior to the 1995-96 school year. [(See DEC(LEGAL)]

**ORDER OF USE AND  
RECORDING**

~~Available leave shall be used in the following order, as applicable:~~  
**Earned compensatory time shall be used before any available paid state and local leave. (See DEA)**

**Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:**

- 1. Local Leave.**
- 2. State sick leave accumulated prior to the 1995-96 school year.**
- 3. State personal leave.**

RECORDING

~~Leave used shall be recorded in increments of half days. Employees shall be charged leave as used even if a substitute is not employed.~~  
**Leave shall be recorded as follows:**

- 1. Leave shall be recorded in half-day increments for all employees.**

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

1. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
2. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

~~Any leave taken for which leave balances are insufficient shall result in a deduction from the employee's paycheck commensurate with the amount of leave taken.~~

AVAILABILITY

~~For biweekly paid employees, paid leave for the current year shall become available for use as it is earned.~~

The District shall make paid leave for the current year available for use at the beginning of the school year for all monthly paid employees. For all biweekly paid employees, local leave shall be made available as earned.

When an employee who has used more leave than he or she has accumulated ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee's final paycheck.

EARNING LEAVE

An employee shall not earn leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

When an employee has used more leave than he or she has earned, the District shall deduct the cost of unearned leave days from the employee's paycheck for the pay period in which the leave is incurred.

ATTENDANCE  
INCENTIVE

A 187-day full-time District employee who does not miss work for the entire semester shall receive a \$125 stipend at the end of each semester (January and June). All other full-time employees shall be paid in January and the month after their contract ends.

MEDICAL  
CERTIFICATION

~~An employee absent more than three consecutive workdays because of personal illness or illness in the immediate family shall submit medical certification of the illness.~~ An employee shall submit medical certification of the need for leave and at 30 day intervals thereafter if:

1. The employee is absent more than 3 consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Medical certification shall be made by a health care provider as defined by the Family and Medical Leave Act. (See DEC(LEGAL))

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

PATTERNS OF  
ABSENCE

If an employee establishes a questionable pattern of absences of less than five consecutive days, the principal or supervisor may inquire a doctor's certification for any subsequent absences.

BEREAVEMENT  
(FUNERAL) LEAVE

Use of state personal leave and /or local leave for death in the immediate family shall not exceed five workdays per occurrence, subject to the approval of the District.

Personnel may attend any funerals of distant relatives or friends (one day per occurrence) subject to the approval of the District. Bereavement leave for distant relatives or friend shall be charged against state personal leave.

STATE PERSONAL  
LEAVE

~~Personal leave shall not be used immediately preceding or following a school holiday. Prior approval must be obtained from the immediate supervisor or principal~~

TEMPORARY  
DISABILITY

Any fulltime employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length or temporary disability leave shall be 180 calendar days.

COURT  
APPEARANCES

Absences for court appearances related to an employee's personal business shall be deducted from the employee's state personal leave or, at the option of the employee, shall be taken as leave without pay.

FAMILY AND MEDICAL  
LEAVE

For purposes of an employee's entitlement to family and medical leave, the 12-month period shall be measured backward from the date an employee uses family and medical leave.

CONCURRENT USE  
OF LEAVE

The District shall require employees to use family and medical leave concurrently with paid leave and with temporary disability leave, if applicable.

COMBINED LEAVE  
FOR SPOUSES

~~if both spouses are employed by the District, The District shall limit FMLA leave for the birth, adoption, or placement of a child, or placement of a child, or to care for a parent with a serious health condition, may be limited to a combined total of 12 weeks to combined total of 26 weeks. [See DECA(LEGAL)]~~

INTERMITTENT  
LEAVE FOR CHILD CARE

Use of intermittent family and medical leave shall not be permitted for the care of a newborn child or upon the adoption or placement of a child with the employee.

CERTIFICATION OF  
LEAVE

~~If an employee Upon requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)] for family and medical leave for the employee's health condition or that of a spouse, parent, or child, the employee shall provide medical certification of the illness or disability.~~

FITNESS-FOR-DUTY  
CERTIFICATION

If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require verification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.

**FAILURE TO RETURN** If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL). RECOVERY OF BENEFIT COST]

**MEDICAL RELEASE** the employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.

**TEACHER REINSTATEMENT** A teacher desiring to return to work at or near the conclusion of a semester shall be reinstated in accordance with the END-OF-TERM LEAVE section in DEC(LEGAL).

**FAILURE TO RETURN** If, at the expiration of the family and medical leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of the employee benefits contribution made by the District during the period in which such leave was taken as unpaid leave.

**WORKERS' COMPENSATION** An employee absent because of a job-related injury or illness shall be assigned to family and medical leave if applicable temporary disability leave, and/or assault leave, as applicable.

**PAID LEAVE OFFSET** The employee shall inform the appropriate administrator whether he or she chooses to use available paid leave. Any paid leave used shall be offset against workers' compensation wage benefits. [See CRE]

A sick leave bank delayed enrollment exception may be granted to a District employee who meets the criteria established under the sick leave bank administrative procedures.

**USE** Effective with the 1999-2000 school year, the sick leave bank may be used for excessive absences due to a death in the immediate family, or the care of a disabled or catastrophically ill immediate family member.

**APPLYING FOR BENEFITS** After returning to work, members may apply for benefits from the sick leave bank to seek reimbursement for absence deductions. A maximum of 30 days per school year may be awarded to an employee.

If benefits are used, the employee must donate another three days the following school year to continue membership.

**REIMBURSEMENT FOR UNUSED LEAVE AT RETIREMENT** At full retirement age (50 minimum), employees with 30 years total service and a least ten consecutive years of service to the District shall be paid for 50 percent of their unused leave (local and state) at their current daily rate of pay.

**UNIFORM ABSENCE POLICY** The District shall take all necessary steps to terminate the employment of any employee who has exhausted all available leave under District Policy if the employee is subsequently absent from duty for five or more days within the course of the same school year. Before making a final decision to terminate employment based on absences after all leave is exhausted, the District shall consider the employee's eligibility for reasonable accommodation of a disability under the Americans with Disabilities Act. [See DAA] this policy shall not require the District to maintain the employment of any person who is incarcerated in a federal, state or local correctional institution.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

MODIFIED DUTY FOR  
EMPLOYEE ON  
WORKERS'  
COMPENSATION  
LEAVE

Supervisors shall attempt to make short-term modified duty assignments for an employee who has been released by his physician to return to work from workers' compensation leave with limitation or disability.

The purpose of this policy is to allow employees to return to work in a limited/modified capacity until fully recovered and to lower workers' compensation costs.

The follow shall apply:

1. Only those employees who are on short-term leave, or those on extended leave whose jobs have not been filled, are eligible for limited/modified duty.
2. The supervisors shall attempt to identify suitable work within the department/school. Since this assignment is of a temporary nature, the employee shall remain in his or her current position.
3. The supervisor shall analyze the specific job restrictions and attempt to accommodate the restriction on a temporary basis, normally not to exceed 90 days. If the restrictions exceed 90 days, then the continued availability of the modified duty assignment shall be up to the supervisor for a maximum of 30 days.
4. Should the supervisor not be able to accommodate limited duty, the supervisor shall contact the risk manager to establish if any other limited/modified duty is available. The originating department/school shall be responsible for the employee's salary.
5. During the period of limited duty, the employee shall follow all District policies and procedures.
6. After 60 days of continuous absence due to a workers' compensation-related injury or if the limited/modified duty cannot be extended past 90 days, the employee shall make arrangements with the payroll office to pay for his or her health insurance premiums.

APPROVAL OF THE FIRST READING OF BOARD POLICY DFBB (LOCAL)-TERM CONTRACTS-NON RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the First Reading of Board Policy DFBB (Local):Term Contracts-Non Renewal as attached.

Rationale

To ensure that local policy correlates with the district's employment and financial goals and objectives.

Budgetary Information

Not Applicable

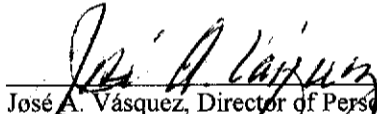
Resource Personnel

Dr. René Gutiérrez, Superintendent of Schools  
Dr. Rebecca Morrison, Assistant Superintendent for Finance and Operations  
José A. Vásquez, Director of Personnel

Board Policy Reference and Compliance

This item is in compliance and in accordance with DFBB (LOCAL) Term Contracts-Non Renewal.

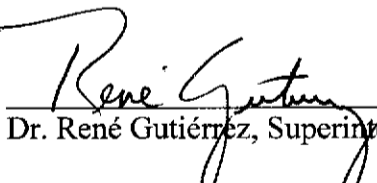
Reviewed by:

  
\_\_\_\_\_  
José A. Vásquez, Director of Personnel

Approved by:

  
\_\_\_\_\_  
Dr. Rebecca Morrison, Asst. Supt. for Finance & Operations

Recommended by:

  
\_\_\_\_\_  
Dr. René Gutiérrez, Superintendent of Schools

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. A decision by a campus intervention team that the employee may not be retained at a reconstituted campus. [See AIC]
11. The employee is not retained at a campus that has been repurposed in accordance with law. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.

DATE ISSUED:  
UPDATE  
DFBB(LOCAL)-X

1 of 5

EXHIBIT \_\_\_\_\_

13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
29. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
30. Failure to achieve or maintain "highly qualified status as required for the employee's assignment.
31. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as violation of federal, state or local law.
34. Failure of a retired/rehired employee to meet the criteria for continued employment as set forth at DC(LOCAL).
35. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS  
FROM  
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. Each administrator's recommendation for nonrenewal shall be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

DATE ISSUED:  
UPDATE  
DFBB(LOCAL)-X

3 of 5

EXHIBIT \_\_\_\_\_

Edinburg CISD  
108904

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

SUPERINTENDENT'S  
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF  
PROPOSED  
NONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed nonrenewal not later than the 45<sup>th</sup> day before the last day of instruction required in the contract.

If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR  
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15<sup>th</sup> day after the date the employee received the notice of proposed non-renewal. When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the hearing shall be held not later than the 15<sup>th</sup> day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the member of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing

DATE ISSUED:  
UPDATE  
DFBB(LOCAL)-X

4 of 5

EXHIBIT \_\_\_\_\_

Edinburg CISD  
108904

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

The conduct of the hearing shall be under the Board President's control. However, the Board President, at his or her discretion, may appoint the District's general counsel, or another designee who is licensed to practice law in the state of Texas, to assist him or her in the conduct of the hearing. Whether the hearing is conducted by the Board President, general counsel, or another designee, they shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

**BOARD DECISION** The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15<sup>th</sup> day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

DATE ISSUED:  
UPDATE  
DFBB(LOCAL)-X

5 of 5

EXHIBIT \_\_\_\_\_

APPROVAL OF THE FIRST READING OF BOARD POLICY DMA (LOCAL) - PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT

Superintendent's Recommendation

That the Board of Trustees approves the first reading of Board Policy DMA (LOCAL) - Professional Development - Required Staff Development as attached.

Rationale

ECISD Local Board Policy DMA (Local) – Professional Development - Required Staff Development has not been reviewed or revised since 2002. We should ensure that local policy correlates with district practice, procedures and any additional requirements or regulations as needed.

Budgetary Information


n/a


Resource Personnel

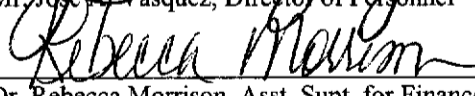
- Dr. René Gutiérrez
- Dr. Rebecca Morrison
- Mr. Jose A. Vaquez
- Mr. Robert Vina, Jr.
- Mrs. Margarita Oyervides

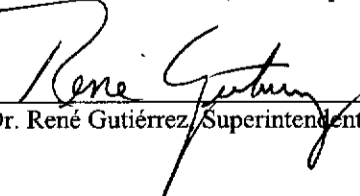
Board Policy Reference

This is in accordance with Board Policy, DMA (Local) – Professional Development- Required Staff Development.

Prepared by:   
Mr. Robert Vina, Jr., Coord. of Personnel/Legal Issues

Approved by:   
Mr. Jose A. Vaquez, Director of Personnel

Approved by:   
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:   
Dr. René Gutiérrez, Superintendent of Schools

Edinburg CISD  
108904

PROFESSIONAL DEVELOPMENT  
REQUIRED STAFF DEVELOPMENT

DMA  
(LOCAL)

STAFF DEVELOPMENT  
EQUIVALENCY

With the Superintendent's or principal's prior approval, professional and ~~paraprofessional~~ personnel may attend conventions, conferences, workshops, and seminars on weekends, holidays, summer vacation, or other non-instructional time and be credited with staff development hours.

**Professional** employees who wish to be excused from a scheduled staff development activity **that is identified for staff development equivalency** shall submit a request to the principal and present evidence of attendance and participation in approved activities not less than two days before the scheduled staff development activity.

DATE ISSUED: 11/12/2001  
LDU-42-02  
DMA(LOCAL)-A

ADOPTED:

1 of 1

EXHIBIT \_\_\_\_\_

APPROVAL OF ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX REFUNDING BONDS, SERIES 2011; DELEGATING CERTAIN AUTHORITY TO THE SUPERINTENDENT OF SCHOOLS AND BUSINESS MANAGER OF THE SCHOOL DISTRICT PURSUANT TO THE PROVISIONS OF TEXAS GOVERNMENT CODE, SECTIONS 1207.007 AND 1207.008; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX; AUTHORIZING THE ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT; APPROVING AN OFFICIAL STATEMENT, EXECUTION OF AN ESCROW AND TRUST AGREEMENT, THE SUBSCRIPTION AND PURCHASE OF CERTAIN FEDERAL SECURITIES, AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO.

Recommendation

That the Board of Trustees authorize the Superintendent and the Assistant Superintendent for Finance/Operations to work with Estrada Hinojosa and Co., Inc. (Financial Advisors) to execute the Maintenance Tax Notes Refunding Order as presented above.

Rationale

Recent interest rate movements have made refunding very attractive. This action will refund (refinance) approximately \$8,960,000 (could be more or less depending on the market at the time of issuance) of Series 2002 Maintenance Tax Notes. The total savings to the district, after all expenses, is approximately \$40,000 per year for twelve years (2011-2022). If the refunding is not executed, the savings, in effect, remain in the possession of the current note holders (investors). Finally, this action authorizes the Superintendent and the Assistant Superintendent for Finance/Operations to work closely with the Financial Advisor to decide when to execute the transaction in view of the fact that interest rates continue to fluctuate. Generally these refundings are recommended when the savings of refunded bonds is at least 3%. This proposal is currently (3-2-11) at 4.66% savings. ACTUAL, LEGAL RESOLUTION WILL BE PRESENTED AT THE BOARD MEETING BY BOND COUNSEL.

Budgetary Information


Not Applicable

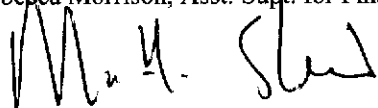
Resource Personnel

Dr. René Gutiérrez  
Dr. Rebecca Morrison  
Mario Salinas  
Dr. Miguel de los Santos, Estrada Hinojosa & Co., Financial Advisors

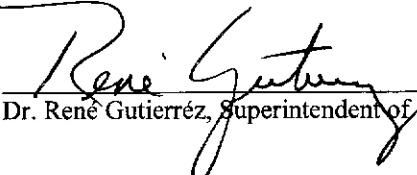
Board Policy Reference

This is in accordance with Board Policy, BAA (Legal) Board Legal Status Powers and Duties.

Prepared by:   
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

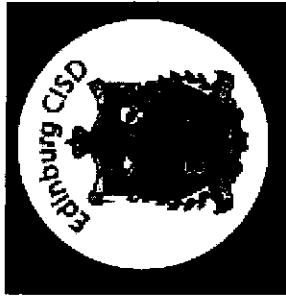
Approved by:   
Mario Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations:   
Sylvia Garcia, Director for Finance

Recommended by:   
Dr. René Gutiérrez, Superintendent of Schools

March 8, 2011

# Plan of Finance



Maintenance Tax Refunding Bonds, Series 2011

ESTRADA HINOJOSA

Dallas • Austin • Chicago • Houston • Miami • New York • San Antonio • San Diego

EXHIBIT

---

**Refunding Team**

**Issuer** Edinburg Consolidated Independent School District

**Financial Advisor** Estrada Hinojosa & Co., Inc.

**Bond Counsel** Ramirez & Guerrero LLP

**Underwriter** [TO BE DETERMINED]

**Underwriter's Counsel** [TO BE DETERMINED]

**Paying Agent** [TO BE DETERMINED]

**Verification Agent** Grant Thornton

---

ESTRADA HINOJOSA

EXHIBIT

---

---

## Refunding Opportunity

- The District issued:
  - Maintenance Tax Notes, Series 2002
- The Series 2002 bonds are callable on 2/15/2012 and can be advance refunded.
- The refunding currently produces significantly lower debt service requirements in 2011 through 2022.

EXHIBIT

---

## Summary of Bonds Refunded

Issue	Maturity Date	Interest Rates	Par Amount	Call Date	Call Price	2011 Rates	Difference
Maintenance Tax Notes, Series 2002	2/15/2015	3.900%	\$ 965,000	2/15/2012	100.00	1.790%	2.11%
	2/15/2016	4.000%	1,000,000			2.050%	1.95%
	2/15/2017	4.125%	1,045,000			2.230%	1.90%
	2/15/2018	4.250%	1,090,000			2.520%	1.73%
	2/15/2019	4.300%	1,135,000			2.720%	1.58%
	2/15/2020	4.375%	1,185,000			2.910%	1.47%
	2/15/2021	4.500%	1,240,000			3.110%	1.39%
	2/15/2022	4.625%	1,300,000			3.310%	1.32%
			\$ 8,960,000				

**TOTAL BONDS TO BE REFUNDED: \$ 8,960,000**

\* The call date reflects delivery date of refunding bonds (for illustration purposes).

EXHIBIT \_\_\_\_\_

## Savings Summary

FYE 8/31	Prior Net Cash Flow	Refunding Net Cash Flow	Savings	Present Value Savings	FYE 8/31
2011	\$ 78,859	\$ 61,996	\$ 16,864	\$ 16,332	2011
2012	383,640	341,200	42,440	41,025	2012
2013	383,640	340,400	43,240	40,632	2013
2014	383,640	339,600	44,040	40,229	2014
2015	1,329,823	1,286,700	43,123	38,356	2015
2016	1,326,005	1,283,825	42,180	36,514	2016
2017	1,329,452	1,287,550	41,902	35,322	2017
2018	1,329,736	1,285,300	44,436	36,506	2018
2019	1,327,171	1,287,075	40,096	32,082	2019
2020	1,326,847	1,282,000	44,847	34,922	2020
2021	1,328,025	1,284,600	43,425	32,904	2021
2022	1,330,063	1,285,200	44,863	33,093	2022
	\$ 11,856,901	\$ 11,365,446	\$ 491,455	\$ 417,917	

### Savings Summary

PV of savings from cash flow	\$ 417,917
Less: Prior Funds on Hand	-
Net PV Savings	\$ 417,917

Percentage Savings of Refunded Bonds: 4.664%

EXHIBIT

ESTRADA HINOJOSA

# Refunding Bonds

■ **Issue Description:**

Maintenance Tax Refunding Bonds, Series 2011

- Dated Date: 04/15/2011\*
- Delivery Date: 06/01/2011\*
- Underlying Ratings: Aa3 / A / AA-
- Assumes Current Market Bank Qualified Assured Guaranty Rates [3/01/11]

\*Based on market conditions

## ESTIMATED REFUNDING RESULTS

Total Savings	\$491,455
PV Savings	\$417,917
% PV Savings	4.664%
Principal Refunded	\$8,960,000
True Interest Cost [2011 TIC]	2.873%
Avg. Coupon of Refunded Bonds	4.352%

## EXHIBIT

### BONDS TO BE REFUNDED

	Principal Refunded	Maturities Refunded	Refunded Bonds Call Date
Maintenance Tax Notes, Series 2002	\$ 8,960,000	2015-2022	2/15/2012 @ Par

## Conclusion

- Issuers have customarily set savings thresholds for refundings at the range of 3% - 5% as a percentage of savings of the Refunded Bonds.
- Savings can be taken on a level basis [FYE 8/31/2011 – 8/31/2022]
- At present, Series 2011 Refunding produces:

### Savings Summary

Total Savings:	\$	491,455
Percentage Savings of Refunded Bonds:		4.664%

# Timetable

## Edinburg Consolidated Independent School District

Unlimited Tax Refunding Bonds, Series 2011

Timetable of Events

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

February 22, 2011	(Tuesday)	Financial Advisor reports to Board on refunding analysis.
March 8, 2011	(Tuesday)	Financial Advisor presents Refunding Plan of Finance. Board approves parameters approval ["Q" Authority] for refunding bonds and executes required legal documents.
March 14, 2011	(Monday)	Mail first draft of the POS to working group.
March 28, 2011	(Monday)	Receive comments on first draft of the POS & Bond Documents from working group.
April 4, 2011	(Monday)	Mail second draft of the POS to working group and Rating Agencies.
April 11, 2011	(Monday)	Receive comments on second draft of the POS & Bond Documents from working group.
Week of April 18, 2011		Meeting/call with Rating Companies.
April 11, 2011	(Monday)	Mail third draft of the POS to working group.
April 18, 2011	(Monday)	Receive comments on third draft of POS from working group.
April 25, 2011	(Monday)	Print and distribute POS.
April 27, 2011	(Wednesday)	Receive Ratings.
May 2, 2011	(Monday)	Price the Obligations.
May 4, 2011	(Wednesday)	Submit documents to Texas Attorney General.
May 25, 2011	(Wednesday)	Obtain Texas Attorney General's Approval of the Obligations.
May 26, 2011	(Thursday)	Closing.

EXHIBIT

---

## Conclusion

**Estrada Hinojosa maintains an unmatched depth of expertise in public finance.**

Our personalized services, entrepreneurial approach, manageable size, regional knowledge, and local perspective positions **ESTRADA HINOJOSA & COMPANY, INC.** to be the "firm of choice" for many issuers.

Our range of clients, along with our transaction volume, attests to the firm's success as a full service investment banking firm.

Estrada Hinojosa consistently ranks among the top financial advisory and bond underwriting firms in the United States.

Estrada Hinojosa is a nationally recognized Hispanic-owned and operated investment banking firm proudly serving a rich diversity of communities and issuers.

**EXHIBIT**

---

ESTRADA HINOJOSA

CERTIFICATE FOR ORDER AUTHORIZING  
THE ISSUANCE OF BONDS

THE STATE OF TEXAS                   §  
COUNTY OF HIDALGO                 §  
EDINBURG CONSOLIDATED             §  
INDEPENDENT SCHOOL DISTRICT     §

We, the undersigned officers of the Board of Trustees (the "Board") of the Edinburg Consolidated Independent School District (the "District"), hereby certify as follows:

1. The Board convened in regular meeting on March 8, 2011, at its designated meeting place, and the roll was called of the duly constituted officers and members of the Board, to wit:

President	David Torres
Vice-President	Carmen Gonzalez
Secretary	Ciro Treviño
Trustee	Jaime R. Chavana
Trustee	Dr. Martin Castillo
Trustee	Robert Peña, Jr.
Trustee	Juan Palacios, Jr.

and all of such persons were present, except \_\_\_\_\_ thus constituting a quorum. Whereupon, among other business the following was transacted at such meeting: a written

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX REFUNDING BONDS, SERIES 2011; DELEGATING CERTAIN AUTHORITY TO THE SUPERINTENDENT OF SCHOOLS AND BUSINESS MANAGER OF THE SCHOOL DISTRICT PURSUANT TO THE PROVISIONS OF TEXAS GOVERNMENT CODE, SECTIONS 1207.007 AND 1207.008; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR MAINTENANCE; AUTHORIZING THE ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT; EXECUTION OF AN ESCROW AND TRUST AGREEMENT, THE SUBSCRIPTION AND PURCHASE OF CERTAIN FEDERAL SECURITIES, AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO.

was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that such Order be passed; and, after due discussion, said motion, carrying with it the passage of such Order, prevailed and carried by the following vote:

AYES:                    - - -  
NOES:                   - - -  
ABSTENTIONS:         - - -

2. That a true, full, and correct copy of the aforesaid Order passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that such Order has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from such Board's minutes of said Meeting pertaining to the passage of such Order; that the persons' names in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that such Order would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of such Meeting for such purpose; and that such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given all as required by Chapter 551, Texas Government Code, as amended; and

3. That such Order has not been modified, amended or repealed and such Order remains in full force and effect as of this date.

SIGNED AND SEALED \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
President, Board of Trustees

(SEAL)

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX REFUNDING BONDS, SERIES 2011; DELEGATING CERTAIN AUTHORITY TO THE SUPERINTENDENT OF SCHOOLS AND BUSINESS MANAGER OF THE SCHOOL DISTRICT PURSUANT TO THE PROVISIONS OF TEXAS GOVERNMENT CODE, SECTIONS 1207.007 AND 1207.008; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR MAINTENANCE; AUTHORIZING THE ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT; EXECUTION OF AN ESCROW AND TRUST AGREEMENT, THE SUBSCRIPTION AND PURCHASE OF CERTAIN FEDERAL SECURITIES, AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO.

STATE OF TEXAS §  
COUNTY OF HIDALGO §  
EDINBURG CONSOLIDATED §  
INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Trustees (the "Board") of the Edinburg Consolidated Independent School District (the "District"), has heretofore issued, sold, and delivered, and there are currently outstanding, bonds which are secured by the full faith and credit of the District and a pledge by the District to levy ad valorem taxes for maintenance sufficient to pay principal of and interest on the bonds as they become due, of the following issues or series:

Edinburg Consolidated Independent School District Maintenance Tax Notes, Series 2002 (the "Series 2002 Notes"), dated October 1, 2002, in the original principal amount of \$16,270,000, currently outstanding in the aggregate principal amount of \$12,475,000, of which the principal amounts maturing on or after February 15, 2013 are callable on or after February 15, 2012 (the "Series 2002 Callable Bonds");

WHEREAS, Chapter 1207, et seq., as amended, Texas Government Code authorizes the District to issue and sell refunding bonds and to deposit the proceeds thereof with a paying agent/registrant for the Refunded Notes with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the District and such paying agent/registrant may agree, provided that such deposits may be invested and reinvested in direct obligations of the United States, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Notes; and

WHEREAS, the Board has determined that some or all of the maturities of the Refunded Notes Candidates (hereinafter the "Refunded Notes") may be refunded by the District with resulting debt service savings and hereby finds and determines that the refunding contemplated in this Order will benefit the District by providing a present value savings of debt service payable by the District in an amount to be certified in the Officer Pricing Certificate, as hereinafter

defined, and that such benefit is sufficient consideration for the refunding of the Refunded Notes; and

WHEREAS, Compass Bank, McAllen, Texas, as successor to Texas State Bank, currently serves as the paying agent for the Refunded Notes; and

WHEREAS, \_\_\_\_\_ is hereby appointed as the Escrow Agent (hereinafter defined) for the refunding bonds;\* and

WHEREAS, the Board hereby finds and declares it a public purpose, and deems it advisable, to refund the Series 2002 Notes maturing in the years \_\_\_\_\_ through and including \_\_\_\_\_ in order to achieve a total gross present value debt service savings in the amount of \$ \_\_\_\_\_, with a net present value savings in the amount of \$ \_\_\_\_\_;\* and

WHEREAS, all the Refunded Notes mature or are subject to redemption prior to maturity within 20 years of the date of the Bonds hereinafter authorized; and

WHEREAS, the District has determined to call for redemption the Refunded Notes of the Series 2002 Notes on \_\_\_\_\_.\*

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

1. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

The term "Agency" shall mean the Texas Education Agency.

The term "Attorney General" shall mean the Attorney General of Texas.

The term "Board" shall mean the Board of Trustees of the District.

The term "Bonds" shall mean the "Edinburg Consolidated Independent School District Maintenance Tax Refunding Bonds, Series 2011," (and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto), and the term "Bond" shall mean any one of the Bonds.

The term "Business Day" shall mean any day that is not a Saturday, Sunday, a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

The term "Debt Service Fund" shall mean the debt service fund required to be established by the District pursuant to Section 20 of this Order.

The term "District" shall mean the Edinburg Consolidated Independent School District, and any successor to its duties and functions.

The term "DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

The term "DTC Participant" shall mean brokers and dealers, bank, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "Escrow Agent" shall mean \_\_\_\_\_ and its successors in the capacities of escrow agent for the Bonds.\*

The term "Fiscal Year" shall mean the District's then designated fiscal year, which shall be the twelve-month period beginning on September 1 of one year and ending on August 31 of the following year or such other period of twelve months as may be approved by the Board of Trustees.

The term "Interest Payment Date" when used in connection with any Bond, shall mean \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_ and continuing thereafter until the earlier of maturity.\*

The term "Issue Date" shall mean the date on which the Bonds are delivered to, and paid for by the underwriters of the Bonds.

The term "Issuer" shall mean the District.

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "NRMSIR" means such person whom SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

The term "Officer Pricing Certificate" shall mean a certificate relative to the final terms required to undertake the refunding of the Refunded Notes.

The term "Order" as used herein and in the Bonds shall mean this order authorizing the Bonds.

The term "Outstanding", when used with respect to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond canceled by or on behalf of the District at or before such date; (b) any Bond defeased

pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

The term "Owner" shall mean any person who shall be the registered owner of any outstanding Bond.

The term "Paying Agent/Registrar" shall mean \_\_\_\_\_ and its successors in the capacities of paying agent and registrar for the Bonds.

The term "Pricing Officer" shall mean the District official (the Superintendent of schools or the Business Manager of the District) authorized by this Order to sign the Officer Pricing Certificate.

The term "Record Date," as used in connection with any Bond, shall mean the close of business on the last business day of the month next preceding each Interest Payment Date.

The term "Register" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner of Bonds.

The term "Registered Owner or Owners" shall mean the person or entity in whose name any Bond is registered in the Register.

The term "Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "SEC" shall mean the United States Securities and Exchange Commission.

The term "SID" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

The term "Underwriter(s)" shall mean the initial purchaser(s) of the Bonds designated in this Order and as more particularly described in the Bond Purchase Contract in substantially the form presented to the District on the date of adoption of the Officer Pricing Certificate.

All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes for maintenance, within the limits prescribed by law, to pay the principal of and interest on the Bonds.

2. Findings. The District hereby finds and determines that the recitals contained in the preamble hereto are true and correct and hereby incorporates the said recitals in the preamble as if set forth in full at this place.

3. Authorization; Amount; Purposes. The District's Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Bonds shall be issued as set forth in the Officer Pricing Certificate, and shall be issued in the original aggregate principal amount as hereinafter set out for the purpose of providing funds to refund the Refunded Notes, to the extent provided in the Officer Pricing Certificate, and paying the costs and expenses of issuing the Bonds. As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, carrying out the procedures specified in this Order, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the terms of the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Notes, all of which shall be specified in the Officer Pricing Certificate; provided that the following conditions are met: (a) the refunding results in a reduction of debt service costs to the District on a present value basis of not less than 3.00%; (b) the aggregate principal amount of the Refunding Bonds to be issued shall not exceed the aggregate principal amount of the Refunded Notes Candidates; (c) the Bonds, as a whole, shall not bear a net effective interest rate greater than 5.50% per annum (as defined in Chapter 1204, Texas Government Code, as amended). The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to September 8, 2011. The Bonds shall be sold by negotiated sale to the Underwriter(s) pursuant to a bond purchase agreement in substantially the form presented to the Board on the date of adoption of this Order at such price, with and subject to such terms as set forth in the Officer Pricing Certificate, to be executed by the Pricing Officer on behalf of the Issuer, substantially, in the form attached hereto as Exhibit A. The Bonds may be issued as set forth in the Officer Pricing Certificate.

4. Designation, Dated Date and Interest Payment Dates. The Bonds shall be designated as the "Edinburg Consolidated Independent School District Maintenance Tax Refunding Bonds, Series 2011" and shall be dated for convenience purposes \_\_\_\_\_ (the "Dated Date")\*. The Bonds shall bear interest at the rates set forth in Section 5 of this Order from the later of the Dated Date, or the most recent Interest Payment Date to which such interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until maturity of the Bonds.

5. Initial Bonds; Numbers and Denominations. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the total principal amount of \$ \_\_\_\_\_ and numbered T-1 (the "Initial Bond"), to become due and payable as provided for in Section 5 hereof. The Initial Bond shall be registered in the name of the initial Underwriter(s) or the designee(s) thereof.\*

The Initial Bond shall be submitted to the office of the Attorney General of the State of Texas (hereinafter the "Attorney General") for approval, certified and registered by the office of the Comptroller of Public Accounts (hereinafter the "Comptroller") and delivered to the Initial Underwriter(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Underwriter(s), or the designee(s) thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, stated maturities, principal amounts and bearing applicable interests rates for transfer and delivery to the holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Underwriter(s), or the designee(s) thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The Bonds shall mature and be payable serially in each of the years and in the principal amounts as follows:

\*MATURITY SCHEDULE

\$ \_\_\_\_\_

<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rates (%)</u>
-----------------------------------	-----------------------------------	-------------------------------------

6. Optional Redemption Prior to Maturity: The Bonds are not subject to redemption prior to maturity.

7. Execution of Bonds; Seal. The Bonds shall be signed by the President of the Board and countersigned by the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose signature shall be on the Bonds, or on any certification required in connection with the Bonds, shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds or certification required in connection with the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

8. Approval by Attorney General; Registration by Comptroller. The Initial Bond shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President and the Secretary of the Board are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President and the Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination

and approval thereof by the Attorney General and the registration of the Initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Section 17 of this Order, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

9. Authentication. Except for the Initial Bond, which needs not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Section 18 of this Order, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

10. Payment of Principal and Interest; Paying Agent/Registrar; Payment of Paying Agency. The Paying Agent/Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a copy of which is attached hereto as Exhibit B, which is hereby authorized, approved and incorporated hereto by reference by the Board and which the appropriate officials of the District are hereby authorized to execute. The officers of the District are each hereby authorized to execute, attest and affix the District's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying Agent/Registrar and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Paying Agent/Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to the Paying Agent/Registrar in its capacity as registrar or paying agent for the Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. All matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be canceled as provided herein.

The principal price of the Bonds shall be payable without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the trust office of the Paying Agent/Registrar. The interest on each Bond shall be payable by check dated as of the Interest Payment Date and mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. Any accrued interest payable at maturity on a Bond shall be paid upon presentation and surrender of such Bond at the principal trust office of the Paying Agent/Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

Prior to the Closing Date, the District shall ascertain from the paying agent for the Refunded Notes the amount of all future fees and expenses for its paying agency services with respect to the Refunded Notes. Concurrently with the sale and delivery of the Bonds, the District shall cause an amount sufficient to pay such future fees and expenses to be paid to each such paying agent.

11. Successor Paying Agents/Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The District reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

12. Special Record Date. In the event of a nonpayment of interest on any Interest Payment Date which continues for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest (the "Special Record Date"). The Paying Agent/Registrar shall establish a Special Record Date upon receipt of funds from or on behalf of the District to make such interest payment. The Special Record Date shall be fifteen days prior to the scheduled payment date of past due interest. Notice of the scheduled payment date of past due interest and the Special Record Date shall be given by U.S. mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

13. Ownership; Unclaimed Principal and Interest. The District, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Paying

Agent/Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Texas Property Code do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the District upon receipt by the Paying Agent/Registrar of a written request therefor from the District. The Paying Agent/Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

14. Registration, Transfer and Exchange. As long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at its corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the District.

15. Mutilated, Lost or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond

has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (a) furnish to the District and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the District and the Paying Agent/Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

In accordance with Chapter 1207, Texas Government Code, as amended, each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered. This section further constitutes authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the District or any other body or person, and the duty of replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar.

16. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

17. Book-Entry Only Transfers and Transactions; Depository Trust Corporation

(a) Notwithstanding the provisions contained in Sections 10 and 14 hereof relating to the payment, and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by the Depository Trust company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Letter of Representations, by and between the District, the Paying Agent/Registrar and DTC (the "Depository Agreement") relating to the Bonds.

(b) Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the bonds on the Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the Ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the District determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bonds to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 10 and 14 hereof.

(d) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in paragraph (g) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owners at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(e) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in Bonds, (b) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (c) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to principal of or interest on the Bonds.

(f) Except as provided in paragraph (g) of this Section, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purposes of payment of principal of and interest on such Bond and other matters with respect to such Bond, registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

(g) In the event that the District or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provision of this Order.

(h) Notwithstanding any other provision of the Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

18. Form of Bonds. The form of the Bonds, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued shall be, respectively, substantially as follows, with such additions, deletions and variations, including any guarantee legend or statement, as may be necessary or desirable and not prohibited by this Order; except that the form of the single fully registered Initial Bond shall be modified and shall be in the form attached hereto as Exhibit C:



IF THE DATE for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

THIS BOND is one of a duly authorized issue of bonds dated for convenience purposes \_\_\_\_\_, aggregating \$ \_\_\_\_\_ (the "Bonds"), issued for the purpose of providing funds to refund part of the issuer's outstanding maintenance tax notes, and to pay costs and expenses of issuance, pursuant to the Constitution and laws of the State of Texas and an order adopted by the Board of Trustees of the District on March 8, 2011 (the "Order") and supplemented by an Officer Pricing Certificate signed on \_\_\_\_\_.

THIS BOND is not subject to optional redemption prior to maturity.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the trust office of the Paying Agent/Registrar for the Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified Paying Agent/Registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes for maintenance, within the limit prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
President, Board of Trustees

(SEAL)

Form of Registration Certificate  
of Comptroller of Public Accounts  
COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. \_\_\_\_\_

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

Form of Paying Agent/Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Order described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of Authentication:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please print or type name, address, and zip code of Transferee)  
\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification  
Number of Transferee) the within bond and all rights thereunder, and hereby irrevocably  
constitutes and appoints \_\_\_\_\_ attorney to transfer  
such bond on the books kept for registration thereof, with full power of substitution in the  
premises.

DATED: \_\_\_\_\_

Signature  
Guaranteed: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

NOTICE: Signature must be guaranteed  
by a member of the New York Stock  
Exchange or a commercial bank or trust  
company.

NOTICE: The signature above must  
correspond to the same name of the  
registered owner as shown on the face of  
this bond in every particular, without any  
alteration, enlargement, or change  
whatsoever.

19. Opinion of Bond Counsel; CUSIP. The approving opinion of Ramirez & Guerrero,  
L.L.P., San Juan, Texas, Bond Counsel, and a secretarial certificate certifying that the Bond  
Counsel Opinion are on file with the District, the CUSIP numbers may be printed on the Bonds,  
but errors or omissions in the printing of such information shall have no effect on the validity of  
the Bonds.

20. Debt Service Fund; Tax Levy. A special fund to be designated "Edinburg  
Consolidated Independent School District Maintenance Tax Refunding Bonds, Series 2011 Debt  
Service Fund" (the "Debt Service Fund") is hereby created, and the proceeds from all taxes  
levied, assessed and collected for and on account of the Bonds authorized by this Order shall be  
deposited, as collected, in the Debt Service Fund. Money on deposit in the Debt Service Fund  
may, at the option of the District, be invested as permitted under Texas law, provided that all  
such investments shall be made in such manner that the money will be available at the proper  
time or times. For purposes of maximizing investment returns, money in the Debt Service Fund  
may be invested with other money of the District in common investments, or in a common pool  
of investments, which shall not be deemed to be or constitute a commingling of such money as  
long as safekeeping receipts or certificates of participation clearly evidencing the investment or  
investment pool in which such money is invested and the share thereof purchased with such  
money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund.

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax for maintenance upon all taxable property in the District, within the limits prescribed by law, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 21. Sale; Bond Purchase Contract; Ratings. The Bonds are hereby sold and shall be delivered to \_\_\_\_\_, as the Underwriter, at a price of \$\_\_\_\_\_ (representing the par amount of the Bonds, [plus/less] a net [premium/discount] on the Bonds, if any, of \$\_\_\_\_\_, and less an Underwriter's discount, if any, of \$\_\_\_\_\_), plus accrued interest on the Bonds, if any, to the Issue Date, in accordance with the terms of the bond purchase contract (the "Bond Purchase Contract") presented to and hereby approved by the Board, in substantially the form attached hereto as Exhibit D, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the District. The President of the Board and other appropriate officials of the District are hereby authorized and directed to execute such Bond Purchase Contract on behalf of the District, and the President of the Board and all other officials, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.\*

The District hereby approves the form and contents of the Preliminary Official Statement, and the final Official Statement, dated as of the date hereof, relating to the Bonds, and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the reoffering of the Bonds by the Underwriter, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The President of the Board is hereby authorized and directed to execute, and the Secretary of the Board is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined, and declared that the statements and representations contained in the Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the Board.

22. Tax Exemption.

(a) General Tax Covenant. The District intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 (the "Code") and applicable regulations. The District covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the District covenants and agrees to comply with each requirement of this Section; provided, however, that the District shall not be required

to comply with any particular requirement of this Section if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Bonds, the District covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) Use of Gross Proceeds. The District covenants and agrees that its use of the "Net Proceeds" (as hereinafter defined) of the Bonds will at all times satisfy the following requirements:

(i) The District will use proceeds of the Bonds in the amount of \$ \_\_\_\_\_, and \$ \_\_\_\_\_ to be retained in the form of cash, to purchase State and Local Government Series ("SLGS") securities of the U.S. Treasury, Bureau of Public Debt.\*

(ii) The District will use a portion of the Net Proceeds to pay the costs of issuing the Bonds.

(iii) The District has limited, with respect to the Refunded Notes, and will limit the amount of original and investment proceeds of the Refunded Notes used (other than use as a member of the general public) in the trade or business of any person other than a governmental unit to an amount aggregating no more than ten percent of the proceeds of the Refunded Notes ("private-use proceeds"). For purposes of this Section, the term "person" includes any individual, corporation, partnership, unincorporated association, or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to persons other than natural persons, any activity other than an activity carried on by a governmental unit.

(iv) The District has not permitted, with respect to the Refunded Notes, more than five percent of the Net Proceeds of the Refunded Notes to be used in the trade or business of any person other than a governmental unit if such use is unrelated to the governmental purpose of such Bonds. Further, the amount of private-use proceeds of the Refunded Notes in excess of five percent of the Net Proceeds of the Refunded Notes ("excess private-use proceeds) did not and will not exceed the proceeds of the Refunded Notes, expended for the governmental purpose of the Refunded Notes.

(v) The District, with respect to the Refunded Notes, has not permitted an amount of proceeds of the Refunded Notes exceeding the lesser of (a) \$5,000,000 or (b) five percent of the Net Proceeds of the Refunded Notes to be used, directly or indirectly, to finance loans to persons other than governmental units.

When used in this Section, the term "Net Proceeds" of the Refunded Notes shall mean the proceeds from the sale of the Refunded Notes, including investment earnings on the proceeds of such issue, less accrued interest with respect to such issue.

(c) No Federal Guaranty. The District covenants and agrees not to take any action, or omit to take any action within its control, that, if taken or omitted, respectively, would cause the bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and applicable regulations thereunder, except as permitted by section 149(b)(3) of the Code and such regulations.

(d) No-Arbitrage Covenant. The District shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the District covenants and agrees that it will make such use of the proceeds of the Bonds (including interest or other investment income derived from Bond proceeds), regulate investments of proceeds of the Bonds and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(e) Arbitrage Rebate. The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the "gross proceeds" of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds and to identify the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(f) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and applicable regulations thereunder.

23. Redemption of Refunded Notes. The District hereby irrevocably calls the following bonds for redemption prior to maturity on the date set forth below, and authorizes and directs notice of such redemptions to be given in accordance with the orders authorizing the issuance of such bonds:

<u>Bonds to be Redeemed*</u>	<u>Redemption Date*</u>
Edinburg Consolidated Independent School District Maintenance Tax Notes, Series 2002 the years ____ through and including ____.	_____

Said Refunded Notes are hereby called for redemption and the respective Paying Agent(s)/Registrar(s) for the Refunded Notes are hereby directed to make appropriate arrangements so that Refunded Notes may be redeemed on the redemption dates.

24. Escrow and Trust Agreement. The discharge and defeasance of the Refunded Notes shall be effectuated pursuant to the terms and provisions of an escrow and trust agreement (the "Escrow and Trust Agreement") to be entered into by and between the District and the Escrow Agent, which shall be substantially in the form attached hereto as Exhibit E, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the District and which shall be certified as to mathematical accuracy and sufficiency by Grant Thornton, LLP, certified public accountants, (b) to minimize the District's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Notes, (d) to carry out the other intents and purposes of this Ordinance and (e) to comply with the terms set forth in the Officer Pricing Certificate, and the President of the Board is hereby authorized to execute and deliver such Escrow and Trust Agreement on behalf of the District in multiple counterparts and the District Secretary is hereby authorized to attest thereto and affix the District's seal.

25. Amendments. The District may amend the Order without the consent of or notice to any registered owners in any manner not detrimental to the interests of the registered owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the District may, with the written consent of the holders of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Order; except that, without the consent of the registered owners of all of the Bonds affected, no such amendment, addition, or rescission may (1) change the date specified as the date on which the principal of or any installment of interest on any Bond is due and payable, reduce the principal amount thereof, or the rate of interest thereon, change the place or places at or the coin or currency in which any Bond or interest thereon, change the place or places at or the coin or currency in which any Bond or interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any amendment, addition, or waiver.

26. Undertaking to Provide Information. (a) This Section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of Securities

and Exchange Commission ("SEC") Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, § 240.15c2-12) (the "Rule"). Capitalized terms used in this Section and not otherwise defined in this Order shall have the meanings assigned such terms in subsection (d) hereof.

(b) The Issuer, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information as provided in this Section:

- (1) Annual Financial Information;
- (2) Audited Financial Statements, if any; and
- (3) Material Event Notices.

(c) The SEC has recently adopted amendments to the Rule which approve the establishment by the Municipal Securities Rulemaking Board ("MSRB") of the Electronic Municipal Market Access ("EMMA") which, as of its implementation effective date of July 1, 2009, is the sole national municipal securities information repository. On and after July 1, 2009, all information and documentation filing required to be made by the District will be made with the MSRB in electronic format in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB

(d) (1) While any Bonds are Outstanding, the Issuer shall provide the Annual Financial Information on or before 6 months from the end of the fiscal year of each year (the "Report Date"), beginning in the year 2011, to MSRB. The Issuer may adjust the Report Date if the Issuer changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to each the MSRB; if any, provided that the new Report Date shall be no later than 6 months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the Issuer provides to the MSRB, if any, the Annual Financial Information by specific reference to documents previously provided to the MSRB or filed with the Securities and Exchange Commission and, if such a document is a final official statement within the meaning of the Rule, available from the MSRB. The current Report Date is the last day of February of each year.

(2) If not provided as part of the Annual Financial Information, the Issuer shall provide the Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB.

(3) If a Material Event occurs while any Bonds are Outstanding, the Issuer shall provide a Material Event Notice in a timely manner to the MSRB. Each Material Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(4) The Issuer shall provide in a timely manner to the MSRB notice of any failure by the Issuer, while any Bonds are outstanding, to provide Annual Financial Information on or before the Report Date

(e) The following are the definitions of the capitalized terms used in this section not otherwise defined in this Order.

(1) "Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP") for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB") or operating data with respect to the Issuer, provided at least annually, of the type included in the Official Statement, referenced in Section 21 of this Order, under tables 1 through 5 and 7 through 12 and in Appendix B; which Annual Financial Information may, but is not required to, include Audited Financial Statements.

(2) "Audited Financial Statements" means the Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(3) "Material Event" means any of the following events, if material, with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities; and
- (11) Rating changes.

Neither the Bonds nor the Order make any provision for debt service reserves, credit enhancement, except for the Permanent School Fund Guarantee, or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports." The District will provide each notice described in this paragraph to the MSRB.

(4) "Material Event Notice" means written or electronic notice of a Material Event.

(5) Unless otherwise required by law and subject to technical and economic

feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

(f) The continuing obligation hereunder of the Issuer to provide Annual Financial Information, Audited Financial Statements, if any, and Material Event Notices shall terminate immediately once the Bonds no longer are Outstanding. This Section 26, or any provision hereof, shall be null and void in the event that the Issuer delivers to the MSRB of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Section 31 and by the Issuer with the Rule.

(g) Any failure by the Issuer to perform in accordance with this Section 31 shall not constitute an even of default under this Order.

**UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.**

(h) Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

27. Purchase of United States Treasury Securities. To assure the purchase of the federal securities referred to in the Escrow and Trust Agreement, the President of the Board, the Superintendent, or the business manager of the District are hereby authorized to subscribe for, agree to purchase and purchase obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Verification Report to be attached to the Escrow and Trust Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

28. Designation As Qualified Tax-Exempt Obligations. The District hereby designates the Bonds as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the District represents, covenants, and warrants the following: (a) during the calendar year in which the Bonds are issued, the District (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than \$30,000,000 of "qualified tax-exempt bonds" being issued; and (b) the District reasonably anticipates that the amount of tax-exempt obligations issued

during the calendar year in which the Bonds are issued by the District (or any subordinate entities) will not exceed \$30,000,000.

29. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the Bond Purchase Contract with the Underwriters and the Escrow and Trust Agreement, the President and Secretary of the Board and all other appropriate officers, agents and representatives of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds and refunding of the Refunded Notes, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under the Escrow and Trust Agreement, the Bond Purchase Contract and this Order and to direct the transfer and application of funds of the District consistent with the provisions of such Escrow and Trust Agreement and this Order.

30. Ratings. The President of the Board and the District's Superintendent, financial advisor and other consultants are hereby authorized to take such action as the President of the Board shall approve in seeking ratings on the Bonds from any rating service and any such action is hereby ratified and confirmed.

31. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

32. Defeasance. The District may defease the provisions of this Order and discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar, with any national bank having trust powers and having combined capital and surplus of at least fifty million dollars or with the State Treasurer of the State of Texas, either (a) cash in an amount equal to the principal amount of and interest thereon to the date of maturity or (b) pursuant to an escrow or trust agreement, cash and/or direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity. Upon such deposit, such Bonds shall no longer be regarded as Outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in (a) or (b) above shall not be irrevocable, provided that: (1) in the proceeding providing for such defeasance, the District expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (a) or (b) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased

Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

33. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District or the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

District: Edinburg Consolidated Independent School District  
401 N. 8<sup>th</sup> Street  
Edinburg, Texas 78539

Attention: Superintendent

Paying Agent/

Registrar:

Attention: Trust Department

34. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Opening Meetings Act, Chapter 551, Texas Government Code, as amended.

35. Effective Date. This Order shall be in full force and effect from and upon its adoption.

36. Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

37. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**(\*) All missing information within the foregoing section to be supplemented with the terms of the Officer Pricing Certificate.**

PASSED AND APPROVED on \_\_\_\_\_.

\_\_\_\_\_  
President, Board of Trustees  
Edinburg Consolidated  
Independent School District

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees  
Edinburg Consolidated  
Independent School District

(SEAL)

EXHIBIT \_\_\_\_\_

**EXHIBIT A**  
**OFFICER PRICING CERTIFICATE**

**EXHIBIT \_\_\_\_\_**  
-----

**EXHIBIT B**

**PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT** \_\_\_\_\_

**EXHIBIT C**  
**FORM OF INITIAL BOND**

**EXHIBIT** \_\_\_\_\_  
-----

**EXHIBIT D**  
**BOND PURCHASE CONTRACT**

**EXHIBIT \_\_\_\_\_**

**EXHIBIT E**  
**ESCROW AND TRUST AGREEMENT**

**EXHIBIT \_\_\_\_\_**

APPROVAL OF UNDERWRITERS FOR MAINTENANCE TAX NOTES REFUNDING, SERIES 2011

Recommendation

That the Board of Trustees approve underwriters for the refunding of Series 2011, Maintenance Tax Notes.

Rationale

The Underwriters are essentially the buyers of the bonds. The Financial Advisor will work closely with them to ensure that the district receives the best interest rates possible (market driven). There are many firms with the capacity to execute this transaction without any problems. Estrada Hinojosa and Co. will work with whomever the Board chooses or will recommend a firm if that is the decision of the board.

Budgetary Information

Not Applicable

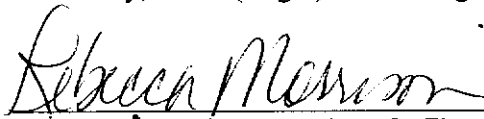
Resource Personnel

Dr. René Gutiérrez  
Dr. Rebecca Morrison  
Mario Salinas  
Dr. Miguel De Los Santos, Estrada Hinojosa & Co., Financial Advisors

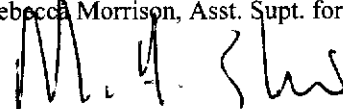
Board Policy Reference

This is in accordance with Board Policy, BAA (Legal) Board Legal Status Powers and Duties.

Prepared by:

  
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

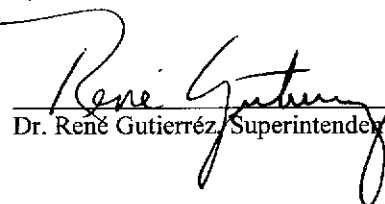
Approved by:

  
Mario Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations:

  
Sylvia Garcia, Director for Finance

Recommended by:

  
Dr. René Gutiérrez, Superintendent of Schools

**APPROVAL TO AUTHORIZE ADMINISTRATION TO SOLICIT REQUESTS FOR QUALIFICATIONS FOR LEGAL SERVICES FOR THE DISTRICT**

**Superintendent's Recommendation**

That the Board of Trustees approve the solicitation of Request for Qualifications for Legal Services for the District.

**Rationale**

Upon the Board's request the District will solicit RFQ's for Legal Services. Law firms will provide legal services for matters related: business and commercial law, construction law, facility use/naming rights, general school law, hearing officers, immigration law, investigations, personnel and administrative benefits, real estate, small claims litigation, special counsel to the board, special education and Section 504, tort claims litigation, workers' compensation law, and other legal services that may be required.

**User Department**

These legal services will be utilized district-wide.

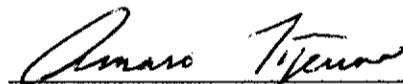
**Resource Personnel**

Dr. René Gutiérrez      Sylvia D. Garcia      Dr. Rebecca Morrison  
Amaro Tijerina

**Board Policy Reference**

This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements and BDD (LOCAL), Board Internal Organization – Attorney.

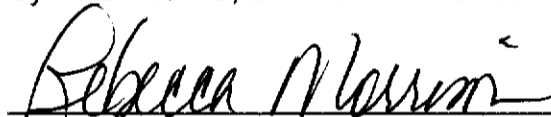
Prepared by:

  
Amaro Tijerina, Coordinator of Purchasing

Within Budgetary  
Allocations:

  
Sylvia D. Garcia, Director for Finance

Approved by:

  
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:

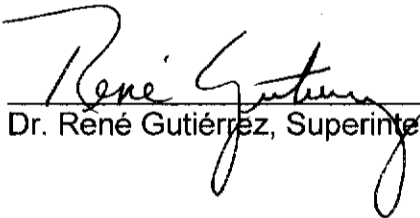
  
Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT \_\_\_\_\_, PAGE(S) \_\_\_\_\_

**APPROVAL TO DELEGATE TO ADMINISTRATION THE AUTHORITY TO EXECUTE AN ENERGY CONTRACT THROUGH AN INTERLOCAL AGREEMENT**

**Superintendent's Recommendation**

That the Board of Trustees approve to delegate to Administration the authority to execute an energy contract through an InterLocal Agreement along with the possible establishing of the target rates for an energy contract.

**Rationale**

The District has a contract with TASB through Direct Energy, Business, LLC. The contract is scheduled to end December 31, 2011. The rate per kWh under this contract is at .07833 cents. Administration has and will continue to obtain pricing from the Texas General Land Office through its' contractors; TASB's contractor DirectEnergy Business, LLC; and the Region 1 Electric Consortium contractor Van Brunt & Associates.

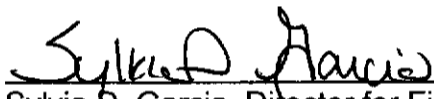
**Resource Personnel**

Dr. René Gutiérrez      Sylvia D. Garcia      Dr. Rebecca Morrison  
Amaro Tijerina

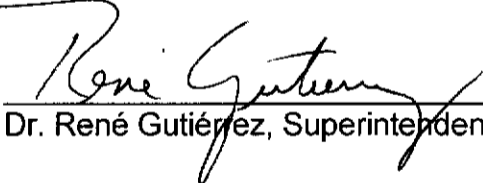
**Board Policy Reference**

This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements; BAA (LEGAL), Board Legal Status Powers and Duties; BJA, Superintendent Qualifications and Duties.

Prepared by:   
Amaro Tijerina, Coordinator of Purchasing

Within Budgetary Allocations:   
Sylvia D. Garcia, Director for Finance

Approved by:   
Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:   
Dr. René Gutiérrez, Superintendent of Schools

AT