Agenda of Regular Meeting

The Board of Trustees
McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Tuesday, November 11, 2025, beginning at 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

1. **CALL MEETING TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 21) 6
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

B) Discussion and Possible Action on Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 11) 8
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

C) Report Regarding Partnership Agreement No. 2026-164 Texas Regional Pathways Network with Region One Education Service Center 10
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for

Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on Request for Proposal No. 2025-1027 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 3) 16
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

E) Discussion and Possible Action on Bid No 2026-2021 Fire Alarm, Fire Extinguisher, Vent Hood, Fire Sprinkler, and Backflow Assembly Equipment, Parts, Installation, Repair, Inspection, Testing, and Cleaning Services 18
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

F) Discussion and Possible Action on Renewal of Insurance Policy and Request for Proposals No. 2023-1014 Cybersecurity Liability Insurance with Frost Insurance Agency, Inc. 20
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6. **INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

A) **Instructional Services/ Instructional Leadership Item(s)** (Dr. Rosalba De Hoyos and/or Jeanette Nino)

1. Report Regarding Elementary Science Olympiad 47

   Item Submitted by: Jeanette Nino, Associate Superintendent for Instructional Leadership

   Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding State & Federal Programs 61

   Item Submitted by: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

   Presenter: Dr. René Gutiérrez, Superintendent

3. Report Regarding Intention to Apply for the Student, Teachers, and Officers Preventing (STOP) School Violence Program Grant through the U. S. Department of Justice 73

   Item Submitted by: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

   Presenter: Dr. René Gutiérrez, Superintendent

4. Report Regarding the Teacher Incentive Allotment 2024-2025 Data Submission 75
   Item Submitted by: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

   Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action on the Purchase of the Proposed Book Titles for Elementary and Middle School Libraries (Posted October 1 – October 30) 89

   Item Submitted by: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

   Presenter: Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action on Student and Staff Travel to Salamanca, Spain for the Study Abroad Program 127

   Item Submitted by: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

   Presenter: Dr. René Gutiérrez, Superintendent

B) **Human Resources Item(s)** (Dr. Albert Canales)

1. Report Regarding Marketing and Communications Department 129

   Item Submitted by: Felicia Villarreal, Director of Marketing and Communications

   Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action on the McAllen Independent School District Policy EFB (LOCAL)-Instructional Resources; Library Materials-School Library Advisory Council (SLAC)- Resolution 130

   Item Submitted by: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action on the McAllen Independent School District Policy EFB (LOCAL) Instructional Resources; Library Materials-School Library Advisory Council (SLAC)-Second Reading 134

   Item Submitted by: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

C) **Business and Operations Item(s)** (Lorena Garcia)

1. Report Regarding the Delinquent Tax Collections for the Period of July 1, 2025 to September 30, 2025 142
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding Taxes Collected for the Quarter of July – September 2025 148
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

3. Report Regarding the Financial and Investment Report for the Quarter of July – September 2025 — 152
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

4. Report Regarding Intent to Apply for Fiscal Year 2025 Strategies to Support Children Exposed to Violence and Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies — 188

   Item Submitted by: Lorena Garcia, Deputy Superintendent for Business & Operations

   Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action of the McAllen Independent School District October Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 — 193
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action on Competitive Sealed Proposal No 2026-1020 Veterans Memorial Stadium Upgrades — 197
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

7. Discussion and Possible Action on Competitive Sealed Proposal No 2026-1019 Silent Panic Alert System (Re-Bid) — 334
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

D) **Board of Trustees Item(s)**

1. Discussion and Possible Action Regarding Setting a Workshop Date and or Special Board Meeting to Update and or Modify the MISD Strategic Plan — 471
   Item Submitted: Dr. Elizabeth Kittleman, Board Secretary

   Presenter: Dr. René Gutiérrez, Superintendent

2. Approval of Board of Education Meeting Minutes — 472
   - Regular Board Meeting - October 21, 2025

7. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**

A) Human Resources Recommendation(s) for School Year 2025-2026

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026

C) Discussion Regarding School Safety and Security

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

8. **RECONVENE IN OPEN SESSION**

9. **ACTION ON ITEM(S) IN CLOSED SESSION**

   A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2025-2026 — 482
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

   B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026 — 483
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

   C) Discussion Regarding School Safety and Security

   D) Pending and/or Potential Litigation

   E) Possible Real Estate Acquisition

10. **SCHEDULED MEETINGS**

- Regular Board Meeting December 9, 2025 5:30 PM - Dr. Ricardo Chapa Board Room/Administration Building
- Board Workshop (Student Recognitions) December 16, 2025 5:30 - McAllen High School Auditorium PM

11. **ADJOURNMENT**

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

Pursuant to Texas Government Code 551.127, a member or employee of a governmental body is authorized to participate remotely in a meeting of the governmental body through a videoconference call, as long as a quorum of the governmental body is physically present at the location of the Board Meeting. Any video conference conducted pursuant to this section will comply with the technical requirements of this section.

Pursuant to Texas Government Code 551.129, the Board of Trustees may use a telephone conference call, video conference call, or communications over the internet to conduct a public consultation with its attorney in an open meeting of the governmental body, or, a private consultation with its attorney in closed meeting of the governmental body.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on November 5, 2025 by 5:30 P.M.
Norma Ramirez, on behalf of the Board of Trustees.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 21)

REFERENCE: Goal 1: Student Achievement/Student Focus; Strategy 3: Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen Independent School District solicited proposals for Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/ Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. Two hundred thirty-eight (238) vendors were previously awarded through Round 20 of this RFP. Round 19 will be submitted to the Board of Trustees for approval at a later date.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
One thousand eighty-six (1,086) vendors were invited to submit proposals, and eleven (11) vendors responded, including seven (7) no-bid responses, one (1) previously awarded with no changes, one (1) previously awarded with changes, and one (1) non-responsive. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Gracie Garza, Senior Buyer, evaluated the proposals. Administration is recommending that the one (1) company listed on the attached list be awarded as qualified vendors, for a total of two hundred thirty-nine (239) vendors.

LEGAL REVIEW:
None required.

BUDGETARY CONSIDERATIONS:

Funds for these services have been budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD:
Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 21), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams

SUPERVISOR: Jeanette Nino (Nov 5, 2025 13:49:38 CST)

SUPERVISOR: Rosalba De Hoyos (Nov 5, 2025 14:11:31 CST)

For further information contact:
Name: Ms. Laura Williams
Director of Purchasing Services
Office: (956) 657-4480
eMail: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 5, 2025 14:16:02 CST)

Superintendent of Schools

Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, Other Related Products and Services (Round 21)

No.	Responding Supplier	City	State	Recommendation
1	Newcomer Success LLC	Houston	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 11)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen Independent School District solicited proposals for library books, audiovisual supplies & equipment, software, and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/ Catalog/Discount-from-List Contract Awards". This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis, upon the Board of Trustees ("Board") approval. Ninety-one (91) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Five hundred twenty-five (525) vendors were invited to submit proposals, and twenty-three (23) vendors responded, including nine (9) no bid responses, five (5) duplicate, and five (5) non-responsive. The evaluation committee, comprised of Jenny Ann Vega, Director of Digital Learning and Library Services; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Graciela Garza, Senior Buyer, evaluated the proposals. Administration is recommending that the four (4) vendors listed on the attached list be awarded for a total of ninety-five (95) vendors, on this RFP.

LEGAL REVIEW:
None required.

BUDGETARY CONSIDERATIONS:
Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 11), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Jenny Ann Vega

SUPERVISOR: Jeanette Nino (Nov 3, 2025 13:13:54 CST)

SUPERVISOR: Rosalba De Hoyos (Nov 3, 2025 13:44:48 CST)

For further information contact:
Name: Ms. Jenny Ann Vega, Director of Digital Learning and Library Services
Office: 956-972-5600
eMail: jennyann.vega@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 14:39:03 CST)

Superintendent of Schools

Request for Proposal No. 2024-1018 Professional DevelopmenLibrary Books, Audiovisual Supplies Equipment, Software and Related Products and Services (Round 11)

No.	Responding Supplier	City	State	Recommendation
1	Audio Visual Aids (Audio Visual Aids Co)	SAN ANTONIO	TX	Qualified
2	Great Books Foundation	Streamwood	IL	Qualified
3	NSTA-National Science Teaching Association	Richmond	VA	Qualified
4	ThinkCERCA.com, Inc.	Chicago	IL	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding Partnership Agreement No. 2026-164 Texas Regional Pathways Network with Region One Education Service Center

REFERENCE: Goal 4 - Financial Priorities; Strategy 5 - Partnerships with Business/Civic/Education Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Texas faces a significant challenge in helping students achieve college and career readiness, earn postsecondary degrees and credentials, and enter careers aligned with current and future workforce needs. Regional efforts that engage cross-sector stakeholders in developing high-quality career and education pathways are a critically important strategy for addressing this challenge. These pathways provide opportunities for students to acquire dual credit, earn industry-based certifications, post-secondary credentials, complete work-based learning opportunities aligned to targeted industries, and receive effective advising support to successfully navigate pathways.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This partnership agreement outlines the roles and responsibilities required of key members of the Texas Regional Pathways Network (TRPN) regional pathways team. By entering into a partnership with Region One the District is committing to fulfill the roles and responsibilities necessary to implement, in partnership, high-quality career and education pathway activities and interventions over the span of the grant period.

LEGAL REVIEW:

Partnership agreement was approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding Partnership Agreement No. 2026-164 Texas Regional Pathways Network with Region One Education Service Center is submitted for information purposes only, no action is required.

Attachment: ☑

SUBMITTED BY: LEO SAENZ (Nov 3, 2025 07:58:29 CST)

SUPERVISOR: Jeanette Nino (Nov 3, 2025 08:02:21 CST)

SUPERVISOR: Rosalba De Hoyos (Nov 3, 2025 08:22:37 CST)

For further information contact:
Name: Mr. Leo Saenz, Director for Career and Technical Education
Office: 956-632-5181
eMail: leo.saenz@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 08:23:45 CST)

Superintendent of Schools

Texas Regional Pathways Network (TRPN) Partnership Agreement

This partnership agreement outlines the roles and responsibilities required of key members of Texas Regional Pathways Network (TRPN) regional pathways team. By signing this document, the identified organizations commit to fulfilling the roles and responsibilities necessary to implement, in partnership, high-quality career and education pathway activities and interventions over the span of the grant period.

Overview of the Program

Texas faces a significant challenge in helping students achieve college and career readiness, earn postsecondary degrees and credentials, and enter careers aligned with current and future workforce needs. Regional efforts that engage cross-sector stakeholders in developing high-quality career and education pathways are a critically important strategy for addressing this challenge. These pathways provide opportunities for students to acquire dual credit, earn industry-based certifications, post-secondary credentials, complete work-based learning opportunities aligned to targeted industries, and receive effective advising support to successfully navigate pathways

The purpose of this grant is to assist workforce development regions with providing high quality career and education pathways that are aligned to the targeted industry identified in this grant project. Regions in the Texas Regional Pathways Network commit to developing pathways that include the seven key components of high-quality career and education pathways:

1. **Cross-Sector Partnerships:** Foster partnerships across various sectors to support pathway development and implementation.
2. **Labor Market Alignment:** Ensure pathways align with high-wage, in-demand jobs (annual salary > $35,339, annual growth > 17%).
3. **Effective Advising:** Offer strong advising and counseling supports.
4. **Industry-Valued Credentials:** Provide credentials and degrees recognized and valued in the labor market.
5. **Applied Academics:** Combine rigorous academics with career-focused learning.
6. **Work-Based Learning:** Develop a continuum of work-based learning experiences.
7. **Postsecondary Transition:** Create seamless transitions between secondary and postsecondary education with multiple entry and exit points.

Regional Partnership Agreement

The regional pathways team consists of specific partner organizations, including:

- A pathways team facilitator who will convene all stakeholders and coordinate the implementation of grant activities;
- A grant administrator (the designated grantee LEA) who will also serve as the fiscal agent;
- A minimum of two employers from the targeted industry;
- A minimum of three local education agencies (LEAs) offering programs of study aligned to the targeted industry;
- A minimum of one public institution of higher education offering programs aligned to the targeted industry; and
- A minimum of one workforce development board
- A minimum of one regional education service center.

The roles and responsibilities that each organization on a regional team agrees to fulfill are outlined below.

The **pathways team facilitator** agrees to the following:

- Convene a regional pathways team, composed of representatives from all key partner organizations, that is responsible for implementation of high-quality career and education pathways aligned to the targeted industry. Develop a communication strategy to foster a collaborative team environment and communicate information to all members of the pathways team in a timely manner.
- Coordinate efforts among stakeholders to broker and aggregate work-based learning opportunities aligned to the targeted industry. The regional pathways team, with facilitation from the pathways team facilitator, is responsible for planning and executing at least one work-based learning experience for students across all partner districts.
- Coordinate with the grant administrator to track and monitor all grant activities and collect data related to work-based learning, CTE program of study enrollment, credential and dual credit attainment, postsecondary enrollment, and employment outcomes aligned to the targeted industry. Coordinate with grant administrator on all performance reporting requirements.
- Lead the planning for sustainability of the regional pathways work, including leading the fiscal mapping exercise.
- Coordinate with the assigned coach and meet frequently with the assigned coach throughout the project.
- Participate in the mandatory TRPN Cohort In-Person State Meeting or ensure representation by designating an appropriate alternate if attendance is not possible due to extenuating circumstances.

The **grant administrator** agrees to the following:

- Financial Management
    - Disburse and/or manage funds in ways that (1) comply with Perkins V and TEA requirements and (2) are consistent with the submitted budget.
    - Ensure spending is accounted for and on schedule. Provide timely spending updates to the assigned coach or TEA upon request.
    - Ensure spending is equitable across all partners and is aligned to regional pathways.
- Grant Management
    - Monitor the participation of all members of the regional pathways team to ensure each entity is complying with the roles and responsibilities as outlined in this agreement.
    - Establish metrics for success in consultation with pathways team facilitator, report on progress, and hold participants accountable.
    - Collaborate with the pathways team facilitator to track and monitor all grant activities and collect data related to work-based learning, CTE program of study enrollment, credential and dual credit attainment, postsecondary enrollment, and employment outcomes aligned to the targeted industry.
    - Complete and submit all performance reporting requirements in collaboration with the pathways team facilitator.
- Participate in the mandatory TRPN Cohort In-Person State Meeting or ensure representation by designating an appropriate alternate if attendance is not possible due to extenuating circumstances.

Employers agree to the following:

- Represent their industry by actively participating on the regional pathways team. This includes, but is not limited to, engaging in the process of reverse mapping pathways from industry demand to postsecondary to K-12, providing consistent and timely feedback on credentials that have value in the labor market, providing consistent and timely feedback on equipment and other investments to ensure alignment to the targeted industry, and supporting curriculum development to align to industry standards.
- Support the regional pathways team in identifying and recruiting additional employer partners within the industry to participate in work-based learning or other grant activities.
- Participate in and offer WBL activities and experiences (such as mock interviews, job shadowing, and internships) designed to expand the boundaries of the classroom and prepare students for future career opportunities. Activities and experiences begin as early as pre-kindergarten and continue through postsecondary education.

Local education agencies (LEAs) agree to the following:

- Actively participate on the regional pathways team contributing and performing duties that are consistent with membership on that team.
- Provide students with access to at least one program of study that is aligned to the targeted industry.
- Ensure that programs of study include advanced academics (such as dual credit, early college, AP, and/or IB) and are consistent with the state's approved programs of study.
- Provide participating teachers and school counselors with training opportunities to support high-quality career and education pathways.
- Collaborate with the higher education partner(s) to create pathways with multiple entry and exit points that begin in high school and lead to postsecondary options, starting with industry-based certifications and progressing to level 1 and 2 certificates, associate's degrees, and bachelor's degrees. Bridge programs and formal transfer and articulation agreements help to ensure that secondary and postsecondary pathways are seamlessly connected.
- Support school counselors in the planning and execution of an individual student planning system aligned to the Effective Advising Framework (EAF), to support all students in navigating their career and education pathway.
- Develop a data sharing agreement to share program-level outcomes with grant administrator and pathways team facilitator to support performance reporting requirements.

The **public institution(s) of higher education** agree(s) to the following:

- Actively participate in the regional pathways team, contributing and performing duties that are consistent with membership on the team.
- Engage in the process of reverse mapping pathways from industry to postsecondary to K-12 to ensure that students develop the skills and competencies they need to succeed in careers.
- Provide a seamless student experience for students at partner districts to support the transition from secondary program of study to postsecondary education and training. For example, executing grant activities that prevent summer melt, supporting FAFSA completions, ensuring dual credits transfer directly into a program related to the student's career and education pathway.

- Collaborate with LEAs to ensure secondary and postsecondary training alignment into the targeted industry. Provide the LEA with opportunities to engage in postsecondary programs, such as participation on the IHE's Advisory Committee.
- Coordinate with the pathways team facilitator on a sustainability strategy and extend career and education pathways to serve postsecondary students.

The **education service center (ESC)** agrees to the following:

- Actively participate in the regional pathways team, contributing and performing duties that are consistent with membership on the team.
- Participate in efforts to align and coordinate activities across participating LEAs as described in the LEA partnership requirements above.
- Provide data gathering and analysis support to pathways team facilitator, grant administrator, and participating LEAs to support performance reporting requirements.
- Coordinate with the pathways team facilitator on a sustainability strategy, leveraging funds and services available to the ESC.

The **workforce development board** agrees to the following:

- Actively participate in the regional pathways team, contributing and performing duties that are consistent with membership on the team.
- Participate in coordinated employer engagement efforts and support building connections between industry and education partners.
- Provide local labor market information and analysis to inform the development, design and implementation of the pathway(s) aligned to the targeted industry.
- Coordinate with the pathways team facilitator on a sustainability strategy, leveraging WIOA and other workforce development dollars to support opportunity youth and at-risk students to and through career and education pathways.

Terms and Length of the Memorandum of Understanding

By signing below, the partner organizations agree to review this memorandum of understanding by November 7, 2025, make modifications to its terms, if necessary, and execute the ultimate memorandum of understanding covering a one-year period from March 31, 2026 to August 31, 2027.

Signature		Date
	Vanessa Salazar Pathways Team Facilitator	Oct 21, 2025
	Melissa Lopez Grant Administrator	Oct 20, 2025
	Employer 1	
	Employer 2	
	LEA 1	
	LEA 2	
	LEA 3	
Annabelle Palomo (Oct 20, 2025 18:01:08 CDT)	Annabelle Palomo Public Institution of Higher Education	Oct 20, 2025
	Public Institution of Higher Education	
	Michael Lehker Public Institution of Higher Education	Oct 20, 2025
	Education Service Center	
	Workforce Development Board	

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2025-1027 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 3)

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for building and maintenance, materials, supplies, equipment, and related services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/ Discount-from-List Contract Awards". This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis, upon the Board of Trustees ("Board") approval. Forty-nine (49) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Six hundred ninety-one (691) vendors were invited to submit proposals, and twenty-five (25) vendors responded, including ten (10) no bid responses, three (3) duplicates, five (5) non responsive The evaluation committee, comprised of Ruben Treviño, Executive Director for Facilities, Maintenance, and Operations; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Graciela Garza, Senior Buyer, evaluated the proposals. Administration is recommending that the seven (7) vendors listed on the attached list be awarded for a total of fifty-six (56) vendors, on this RFP.

LEGAL REVIEW:

None Required

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2025-1027 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 3), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2026.

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia
Lorena Garcia (Nov 3, 2025 14:41:36 CST)

For further information contact:
Name: Mr. Ruben Trevino, Executive Director for Facilities, Maintenance, and Operations
Office: (956) 632-3200
email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 14:43:19 CST)

Superintendent of Schools

Request for Proposal No. 2025-1027
Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 3)

No.	Responding Supplier	City	State	Recommendation
1	CV INDUSTRIAL HARDWARE LLC	Mission	TX	Qualified
2	Daikin Comfort Technologies Distribution, Inc	Edinburg	TX	Qualified
3	Diversitech Systems & Sales Group, Inc.	McAllen	TX	Qualified
4	Solis Contractors Inc	La Joya	TX	Qualified
5	TMS SOUTH, Inc (Total Maintenance Solutions South, Inc)	HOUSTON	TX	Qualified
6	TR Facility Services L.L.C.	Willis	TX	Qualified
7	Zed Security LLC	Hickory Creek	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Bid No. 2026-1021 Fire Alarm, Fire Extinguisher, Vent Hood, Fire Sprinkler, and Backflow Assembly Equipment, Parts, Installation, Repair, Inspection, Testing, and Cleaning Services

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District purchases fire alarm, fire sprinkler and fire extinguisher inspection, equipment, parts, installation, and repair services on an as-needed basis for compliance with federal, state, and local requirements.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Two thousand seventeen (217) vendors were invited to submit bids and six (6) vendors responded, including two (2) no-bid responses, The evaluation committee, comprised of Ruben Treviño, Executive Director for Facilities, Maintenance, and Operations; Sonia Esquivel, Director for Child Nutrition; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Graciela Garza, Senior Buyer, evaluated the proposals and recommended that the bids be awarded on a "Primary" and "Qualified" basis by category.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds have been budgeted through the General, Local, State, Grant and Child Nutrition Federal Funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Bid No. 2026-1021 Fire Alarm, Fire Extinguisher, Vent Hood, Fire Sprinkler, and Backflow Assembly Equipment, Parts, Installation, Repair, Inspection, Testing, and Cleaning Services to the vendors on the attached list, for a period of one (1) year, through November 11, 2026 with the option to renew for three (3) additional one (1) year terms, using budgeted funds.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Lorena Garcia (Nov 5, 2025 14:07:40 CST)

For further information contact:
Name: Mr. Ruben Treviño, Executive Director for Facilities, Maintenance, and Operations
Office: 956-632-3200
Email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 5, 2025 14:15:39 CST)

Superintendent of Schools

Bid 2026-1021 Fire Alarm, Fire Extinguisher, Vent Hood, Fire Sprinkler, and Backflow Assembly Equipment, Parts, Installation, Repair, Inspection, Testing, and Cleaning Services
Summary

Vendor	Award	
Category A- Combined Total all items (Service and parts)		
Safeguard Fire (JSJ Fire Inc)	$ 34,775.60	Primary
Category B- Combined Total all items (Service and parts)		
Patina Fire & Safety	$ 2,038.45	Primary
Industrial Fire and Safety LLC	$ 2,402.00	Qualified
Safeguard Fire (JSJ Fire Inc)	$ 2,611.00	Qualified
Universal Fire Systems	$ 2,736.91	Qualified
Category C- Combined Total all items (Service and parts)		
Patina Fire & Safety	$ 3,339.00	Primary
Industrial Fire and Safety LLC	$ 3,382.00	Qualified
Category D- Combined Total all items (Service and parts)		
Safeguard Fire (JSJ Fire Inc)	$ 5,662.68	Primary
Category E- Combined Total all items (Service and parts)		
Safeguard Fire (JSJ Fire Inc)	$ 4,200.00	Primary

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Renewal of Insurance Policy and Request for Proposal No. 2023-1014 Cybersecurity Liability Insurance with Frost Insurance Agency, Inc.

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On November 12, 2024, the Board of Trustees approved the renewal of the Insurance Policy and Request for Proposals ("RFP") 2023-1014 Cybersecurity Liability Insurance with Frost Insurance Agency, Inc. for a period of one (1) year. The RFP allows McAllen Independent School District ("District") the option to renew the insurance policy for one (1) additional year, subject to favorable renewal rates.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The vendor has provided a favorable renewal rate for the renewal period.

LEGAL REVIEW:

The proposal and renewal documents have been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for this service have been budgeted through the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Renewal of Insurance Policy and Request for Proposal No. 2023-1014 Cybersecurity Liability Insurance with Frost Insurance Agency, Inc., in the amount of $43,707.00, for a period of one (1) year, through November 21, 2026.

Attachment: ☑

SUBMITTED BY: Judith Escamilla

SUPERVISOR: Lorena Garcia (Nov 4, 2025 08:27:10 CST)

For further information contact:
Name: Ms. Judith Escamilla, Executive Director for Technology
Office: 956-657-4444
email: Judith.Escamilla@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 4, 2025 08:41:34 CST)

Superintendent of Schools

INSURANCE PROPOSAL

PREPARED FOR:

McAllen ISD

PRESENTED BY:

Tim Killeen
Frost Insurance
111 W Houston Street, 4th Floor
San Antonio, TX 78205

October 29, 2025

Table of Contents

Table of Contents 2
Frost History 3
Supplement to Proposal 4
Report to Management 5
Marketing Strategy Report to Management 6
Service Team 7
Premium Comparison 8
Premium Summary 10
Named Insured Schedule 12
Location Schedule 12
Cyber Privacy Security Liability 13
Other Coverages to Consider 15
Definitions 21
Frost Insurance App and Online Service Center 23
Claims Department Services 25
Risk Management Services 26
Acceptance of Proposal 29
Appendix 30

Frost History

WHO WE ARE AND WHAT WE STAND FOR.

For five generations and over three centuries, Frost has been committed to helping families and businesses throughout Texas prosper. What began as a small San Antonio, Texas mercantile store in 1868 has grown to more than 110 financial centers across Texas. While much has changed over the years, the principles and values on which Frost was founded haven't changed one bit.

Character is a person's greatest asset.

We survived the Great Depression, two world wars and the stock market crash. In the 1980s we survived the Texas banking collapse, the oil crisis and the real estate market crash. In fact, we were the only one of the top 10 Texas banks to survive the '80s intact. More recently, we navigated through the Great Recession without accepting federal bailout funds.

The reason we made it through the tough times is simple. Our customers stood by us, and we stood by them.

That's what happens when you put principles first.

Supplement to Proposal

The descriptions of proposed insurance coverage contained in the proposal do not amend, alter or replace the terms, conditions, exclusion and other provision of policies that would be issued to you, nor do they amend, alter or replace any applicable laws, regulations, rating rules or plans.

No insurance policy covers every risk. We recommend a periodic, detailed risk identification and evaluation meeting in order to ensure proper coverage. No binder, insurance policy, change, addition, and/or deletion to insurance coverage goes into effect unless and until confirmed directly by a licensed agent. Please refer to policies for complete information concerning exact coverages, exclusions & limitations and obligations in the event of a claim. Upon receipt of your insurance policy, it is critical that you carefully review the entire insurance policy and ask your Frost Insurance agent if you have any questions. In the absence of any inquires, Frost Insurance will assume you understand all the coverage terms and conditions and accept them.

This proposal is based on values and exposures to loss disclosed to us in our discussion and correspondence with you or your staff.

Building, personal property and income coverage limits are arrived at based on information provided by the policyholder, third-parties and/or industry standard software used to estimate replacement costs. The actual cost to rebuild the structure or replace the personal property or income may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. Frost Insurance is not in a position to make assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace property or income. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified company or builder who is able to provide replacement cost estimates. Policyholder should also notify Frost Insurance if values change.

Higher liability limits are usually available and recommended in the form of increased limits, umbrella or excess liability policies.

Policies with premiums based on sales, payroll or other variable basis are subject to audit. If actual premium basis differs from estimated, additional or return premiums will result. Return premiums may be subject to minimum earned premiums. Frost Insurance should be notified if activity basis changes during policy period, changes to operations, expansions, new products, mergers, acquisitions, new companies or vacancies.

Frost Insurance recommends a careful review of all contracts before executed. In the event Frost Insurance is asked to review contracts, we will review only the insurance requirements. In performing this review, Frost Insurance is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, Frost Insurance is not undertaking to identify all potential liabilities that may arise under the contract. The review is provided for your information, and should not be relied upon by third parties. Upon your authorization, we will make the necessary changes in your insurance program.

Certificates should be required from suppliers and subcontractors with evidence of coverage and liability limits at least equal to yours.

Insurance products are offered through Frost Insurance for solicitation in the state of Texas and are not insured by the FDIC or any other Federal Government Agency. In addition, these products are not a deposit or obligation of, or guaranteed by, Frost Bank.

Report to Management

On behalf of Frost Insurance, we would once again like to thank McAllen ISD for allowing us the opportunity to work on your insurance needs. Our objective is to analyze the insurance marketplace and assemble the most competitive program and options with regard to coverage, insurance carriers and premiums.

In continuous meetings and discussions with our carriers, we evaluate the marketplace to determine the most appropriate carrier options for your specific needs. It is our philosophy to manage your needs throughout the year, not just at your renewal. In our opinion, Ace American Insurance, is the recommended choice for coverages at this time. We will continue to review and monitor your insurance needs as they change throughout the year.

We urge you to review the Optional Coverages section of this proposal. As your business grows, enhancing and improving your insurance coverages can be an excellent way to protect your assets. Please feel free to contact us at any time to discuss these coverages and we will be glad to offer you quotes for your consideration.

We appreciate the opportunity to provide this quotation. We look forward to working with you in managing your assets.

Service Team

Tim Killeen is the team leader for your account and works to maintain positive relationships with the Frost Service team and insurance markets and any other Frost services.

Insurance Placement Manager – **Eyvoune Cantu** is responsible for insurance program placement and is a technical resource regarding your insurance program.

Account Manager – **Spenser Bartos** is the daily contact for service issues and will coordinate services such as coverage questions, policy changes, claims reporting and claims handling.

Risk Services – **Vicki Kotronis** is responsible for coordinating delivery of risk services to support safety and claims management efforts.

Claims Coordinator – **Karen Arbuckle** is responsible for acting as your claims advocate and conducting claims reviews with you and the insurance company as necessary.

Management Liability Specialist – **Bill Miles** assists with reviewing, implementing and assisting with claims pertaining to management liability policies; including Directors & Officers Liability, Employment Practices Liability, Fiduciary, Liability, Cyber Liability and Crime.

Name	Phone	Email
Tim Killeen	(210) 220-6444	tim.killeen@frostinsurance.com
Eyvoune Cantu	(210) 220-6417	Eyvoune.Cantu@frostinsurance.com
Spenser Bartos	(361) 580-9041	spenser.bartos@frostinsurance.com
Vicki Kotronis	(210) 220-6437	Vicki.Kotronis@frostinsurance.com
Karen Arbuckle	(210) 220-6440	karen.arbuckle@frostinsurance.com
Bill Miles	(214) 515-4135	bmiles@frostinsurance.com

Named Insured Schedule

McAllen ISD

Location Schedule

Loc #	Bldg #	Address
1	1	2000 N. 23rd St., McAllen, TX 78501

Cyber Privacy Security Liability

Prepared for: McAllen ISD
Proposed Carrier: ACE American Insurance Company
Proposed Effective Dates: 11/21/2025 to 11/21/2026

COVERAGE DETAIL

Chubb Cyber Enterprise Risk Management Policy				Option: 1
Maximum Single Limit of Insurance	**$3,000,000**	**Maximum Policy Aggregate Limit of Insurance**		**$3,000,000**

First Party Insuring Agreements				
Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
☒	Cyber Incident Response Fund	Inside Limit		
	Cyber Incident Response Team	$3,000,000/$3,000,000	$50,000	$50,000
	Non-Panel Response Provider	$250,000/$250,000	$50,000	N/A
☒	Business Interruption Loss and Extra Expenses	$3,000,000/$3,000,000	$50,000/12 Hours	N/A
☒	Contingent Business Interruption Loss and Extra Expenses			
	Scheduled Providers	N/A	N/A	N/A
	Unscheduled Providers	$3,000,000/$3,000,000	$50,000/12 Hours	N/A
☒	Digital Data Recovery	$3,000,000/$3,000,000	$50,000	N/A
☒	Network Extortion	$3,000,000/$3,000,000	$50,000	N/A

Third Party Liability Insuring Agreements			
Check if Included	Insuring Agreement	Limit of Insurance Each Claim/Aggregate	Retention Each Claim
☒	Cyber, Privacy And Network Security Liability	$3,000,000/$3,000,000	$50,000
	Regulatory Proceedings	$3,000,000/$3,000,000	$50,000
	Payment Card Loss	$3,000,000/$3,000,000	$50,000
☒	Electronic, Social & Printed Media	$3,000,000/$3,000,000	$50,000

Cyber Other Terms and Conditions			
Coverage	Retention	Coinsurance	Limit
Ransomware Encounter	$50,000	0%	$3,000,000
Widespread Severe Known Vulnerability Exploit	$50,000	0%	$3,000,000
Widespread Software Supply Chain Exploit	$50,000	0%	$3,000,000
All Other Widespread Events	$50,000	0%	$3,000,000
Widespread Severe Zero Day Exploit	$50,000	0%	$3,000,000

Cyber Crime Insuring Agreements			
Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident
☒	Computer Fraud	$250,000/$250,000	$50,000
☒	Funds Transfer Fraud	$250,000/$250,000	$50,000
☒	Social Engineering Fraud	$250,000/$250,000	$50,000

Optional Extended Reporting Period:12 months for 100% of last annual premium

Retroactive Date (only applicable to Third Party Liability Insuring Agreements): Full Prior Acts

Pending or Prior Date (only applicable to Third Party Insuring Agreements): 11-21-2022

Total Due: $43,707.00

COVERAGE EXTENSIONS AND EXCLUSIONS:

The Following Notice(s) and Endorsement(s) will be added to the basic contract(s)		
Form Number	Title	Form Applicable to Option(s)
TR-19606e (0820)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	1
PF-48169 (1016)	CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY	1
PF-48257 (0918)	CYBER CRIME ENDORSEMENT	1
PF-48275 (0817)	NON-MALICIOUS COMPUTER ACT – SYSTEM FAILURE – BUSINESS INTERRUPTION AND CONTINGENT BUSINESS INTERRUPTION - SUBLIMIT	1
PF-293756 (0120)	HARDWARE OR EQUIPMENT REPLACEMENT WITH SUBLIMIT ENDORSEMENT	1
PF-48259 (1016)	POLICYHOLDER NOTICE CYBER SERVICES FOR INCIDENT RESPONSE	1
PF-48260 (1016)	POLICYHOLDER NOTICE CYBER SERVICES FOR LOSS MITIGATION	1
ALL-20887a (0316)	CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES	1
ALL-21101 (1106)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT	1
PF-17914a (0416)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS	1
PF-48155 (0916)	ADDITIONAL INSURED - BLANKET PURSUANT TO A CONTRACT - CyberERM	1
PF-48160 (0916)	PERIOD OF RESTORATION - FILL IN	1
PF-48340 (1016)	TERMINATION AMENDED - NON CANCELABLE EXCEPT NONPAYMENT OF PREMIUM	1
PF-49485 (0817)	BREACH RESPONSE INDEMNITTEE - BLANKET PURSUANT TO A CONTRACT	1
PF-49468 (0817)	GENERAL ENHANCEMENT ENDORSEMENT - CYBER	1
PF-360103.2 (0223)	GENERAL ENHANCEMENT ENDORSEMENT	1
PF-49501 (0817)	Preventative Shutdown	1
PF-49495 (0817)	EXTORTION THREAT ENHANCEMENT FOR PROTECTED INFORMATION	1
PF-49491 (0817)	Conduct Exclusion Amended – Final, Non-Appealable Adjudication	1
PF-49464 (0817)	Educational Institutions Endorsement	1
PF-49445 (0817)	Duty To Defend A Regulatory Proceeding	1
PF-50954 (0219)	Invoice Fraud Financial Loss Endorsement	1
PF-50955 (0219)	REPUTATIONAL EVENT WITH EXTENDED PERIOD OF ATTRITION ENDORSEMENT	1
PF-50960 (0219)	Betterment Endorsement	1
Cc-1k11k (1024)	Signatures (All states except OH)	1
PF-56258 (0222)	Musical Work or Composition Exclusion	1
PF-50965 (0219)	BIOMETRIC PRIVACY SUBLIMIT ENDORSEMENT	1
AWo-02d (1019)	RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS	1
PF-48327 (1216)	Amendatory Endorsement – Texas	1
PF-333677 (1021)	GENERAL AMENDATORY ENDORSEMENT	1
PF-333680 (1021)	RANSOMWARE ENCOUNTER ENDORSEMENT	1
PF-333681 (1021)	WIDESPREAD EVENT ENDORSEMENT	1
PF-56230 (1221)	Coordination of Coinsurance Endorsement	1
MS-388542 (07/24)	CONTINGENT BODILY INJURY/PHYSICAL DAMAGE	1

SUBJECT TO:

Applicant Name: McAllen Independent School District.
Subjectivities

Westchester hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met.

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on policy inception:

- Resign/date application within 45 days of the effective date.
- Please confirm if you are using Microsoft Exchange 2019 or a prior version of On-Prem Exchange? If yes, follow up questions will be asked

Acceptance of Proposal

_X___Accept as presented and authorizing Agency to bind coverage with the following payment options:

ACH via $4 processing fee

Credit Card via 3.5% credit card processing fee

Payment by check

Finance Agreement – 20% - 25% down payment, balance due in 10 installments, current APR will apply

_____Accept with changes noted below and authorize Agency to bind coverage with following payment option:

ACH via $4 processing fee

Credit Card via 3.5% credit card processing fee

Payment by check

Finance Agreement – 20% - 25% down payment, balance due in 10 installments, current APR will apply

Proposal Changes:

It is understood policies will be delivered electronically unless specifically requested otherwise.

For direct bill and premium financed policies, Agency cannot be relied upon to provide notice of lapse of coverage due to non-payment of premium to insurance company.

Client Name McAllen ISD

Signed Aaron D. Rivera, Board President Date

(client signature)

Approved as to form

by: JOHNATHAN BALL (Oct 31, 2025 10:41:11 CDT)

Johnathan Ball, Staff Attorney

Other Coverages to Consider

LIABILITY

General Liability

Public Liability (not Auto, Employer's or other specific liability type) for certain claims arising from business operations and for which you are legally liable.

Automobile Liability

Bodily Injury or damage to the property of a third party caused by the operation of the Insured's vehicles.

Workers' Compensation

Standard policy for providing coverage for payment of compensation and benefits required of the employer by the Workers' Compensation law for work-related bodily injury, by accident or disease, to an employee.

Products & Completed Operations Liability

This protects against claims of injuries or property damage from occurrences involving goods handled, processed or sold, or operations after the job has been completed.

Umbrella Liability

Provides liability limits over scheduled underlying liability policies.

Professional Liability

Liability coverage for claims made during the policy period for "errors and omissions" type claims.

Liquor Legal Liability

Many states, including Texas, have statutes relating to specific responsibilities for persons serving, selling or manufacturing alcoholic beverages. Liquor Law Liability is purchased to protect the server, seller, manufacturer or distributor from suits involving Bodily Injury or Property Damage to third parties due to intoxication.

Pollution Liability

Provides bodily injury and property damage liability coverage for the release of pollutants, or coverage for handlers of hazardous waste materials.

Product Recall

Provides coverage for the cost of recalling a product by the manufacturer or distributor (merchandiser) which may cause bodily injury or property damage due to its continued use or existence. Covers possible BI &PD exposures and certain expenses.

Watercraft Liability

Primary coverage is generally provided automatically for Hired and Non-Owned Watercraft under 26' in length. Coverage for watercraft in excess of this length or owned watercraft must be specifically insured.

Aircraft Liability

Provides legal liability coverage for bodily injury and property damage claims from the public arising from operation of covered aircraft. Coverage may be provided for owned aircraft or aircraft which may be leased.

Employee Benefits Liability

Provides coverage to an injured party as a result of an incomplete detailing of employee benefits.

Fiduciary Liability

Protects insureds from claims for "breach of fiduciary duty" while acting as trustee for the organization's own employee pension and welfare benefit plans. This may take the form of unwise investment decisions, errors in enrollment and discriminatory practices. In addition, the Department of Labor can also initiate investigations into the investment practices of the fiduciary in order to assure compliance with ERISA and sound business practices.

Directors & Officers Liability

Policy covers liability claims and defense costs arising out of "wrongful acts." Coverage is provided in two distinct parts; one part for the personal liability of the directors and officers themselves, and one to indemnify the Insured Organization's obligation to its directors and officers.

Employment Practices Liability

Provides coverage for liabilities and defense costs arising out of employment related issues. Coverage may extend to Directors, Officers, and Employers with responsibilities of hiring/firing and the corporation.

Foreign Liability

Provides coverage for lawsuits filed outside the U.S. or Canada arising out of the insured's operations. Coverage may be written to include General Liability, Products Liability, Automobile and/or Workers' Compensation.

Franchisee Errors & Omissions

Provides coverage for legal liability imposed upon franchisee arising out of actual or alleged negligent acts in connection with assignment or contracting of franchisor rights to individual insureds or groups.

Patent Infringement Liability

Provides coverage for infringement of another person or entity's patent caused by the manufacture, use, distribution or advertising of a Covered Product.

PROPERTY

Real Property

Provides coverage for damage to buildings and fixtures, machinery and equipment constituting a permanent part of, and pertaining to, the service of the building as defined by the policy.

Personal Property

Provides coverage for damage to contents and usually includes furniture, fixtures, machinery, equipment, stock and improvements and betterments; all owned by the Insured and while in or on the described buildings or in the open within one-thousand (1,000) feet thereof.

Boiler and Machinery

Direct Damage and Business Interruption/Extra Expense caused by sudden and accidental breakdown of Pressure Vessels & Refrigeration Systems, Mechanical objects, and Electrical objects.

Electronic Equipment

Specialty "all risk" coverage for electronic data processing equipment which is not provided under a standard contract. Includes media, extra expense and business interruption, as well as, owned or leased equipment.

Valuable Papers and Records

Covers loss to valuable documents and records such as books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts. Cost of research to reconstruct damaged records, as well as, cost of new paper and transcription is covered.

Accounts Receivable

Protects sums due you, which become uncollectible because of damage or loss to records of accounts receivable.

Fine Arts

A schedule of items with special or artistic value insured on an “all risk” Agreed Amount Basis, both on and off premises. Special endorsement is required for breakage of fragile objects.

Equipment Floater

Covers machinery and equipment in transit or otherwise.

Transit Coverage

Policy for providing protection for shipments of owned merchandise, either incoming or outgoing.

Flood and Earthquake Coverage

Excluded by most policies, special arrangements, or a separate policy must be obtained.

Bailee Policy

Provides coverage for damage to customer’s property occurring while the property is in your care, custody and control.

Builder’s Risk

Provides coverage for materials, supplies, machinery, equipment and fixtures to be used in the construction, fabrication, installation or completion of described property while at a construction site or being transported.

Installation Floater

Provides coverage for damage to materials and supplies used in building or installation while they are at a job site or being transported.

Ordinance & Law

In the event of a loss, this coverage will pay for the increased costs necessary to comply with an ordinance or law regulating the construction, repair or demolition of the covered structure.

BUSINESS INTERRUPTION

Earnings

Covers reduction in earnings less expenses, which do not continue as a result of a covered loss, subject to the monthly limitation of recovery. Earnings are defined as the sum of: (a) total net profit, (b) payroll expenses, (c) taxes, (d) interest, (e) rents, and (f) all other operating expenses earned by the business.

Extra Expense

Covers extra expenses over and above the usual costs necessary to keep a firm in business following an insured loss.

Contingent Business Interruption

Coverage which protects the Insured against a loss of earnings due to the direct loss to premises not owned, operated or controlled by the Insured.

Off-Premises Power Loss

Insures against consequential losses in earnings due to failure of off-premises power equipment from the specified perils insured against.

CRIME

Fidelity (Employee Dishonesty)

Provides employer with coverage for loss of money, merchandise or other property when due to the dishonesty of employee(s).

Forgery or Alteration

Insures against loss caused by forgery or alteration of outgoing drafts, checks, promissory notes, and similar instruments drawn against insured's account.

Theft, Disappearance and Destruction

Covers insured's money and securities from loss by theft, disappearance or destruction. (Inside and/or outside).

Robbery and Safe Burglary

Insures against loss of property, other than money and securities, by robbery or safe burglary. (Note: Coverage can be modified by endorsement to cover money and securities.)

Computer Fraud

Loss by computer fraud of money, securities or other property by illegal transfer involving use.

Social Engineering

Covers the use of deception to scam or trick an individual into sending money to a fraudster.

MISCELLANEOUS

Hired Car Physical Damage

Provides physical damage coverage for automobile physical damage to automobiles hired by the insured for coverages designated in the endorsement.

Kidnap & Ransom

Reimbursement to a designated Insured, relative or guest for ransoms paid following the actual or alleged kidnapping. Coverage can be bought on a commercial or personal basis.

Spoilage

Provides coverage for recall costs, business interruption, business rehabilitation costs and consultants costs for claims resulting from accidental contamination or malicious tampering with the insured's product.

Intellectual Property

Provides coverage to pay for litigation needed to protect your patents, copyrights and trademarks. Coverage is also available to defend you against a charge of infringements made by a third party.

Crisis Management Insurance

Provides coverage for crisis management services in the event of extortion or workplace violence.

Please contact your account manager if you are interested in learning more about any of these coverages or securing a quote.

Definitions

Minimum and Deposit

This is the amount of premium due at inception. Although the policy is subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. Therefore, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum times the short rater or pro-rata factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, the amount is the least that will be retained by the insurance company once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines insurance companies normally do not allow flat cancellations. Once the policy is in effect, some premium will be earned.

Coinsurance

Property Coinsurance Formula, If Carried Insurance < Required Insurance				
Amount of Recovery =	Value of Loss	X	Amount of Carried Insurance / Amount of Required Insurance	- Deductible

Property Coinsurance Formula, If Carried Insurance ≥ Required Insurance		
Amount of Recovery =	Value of Loss	- Deductible

Example — Calculating the Property Coinsurance Payment

A business partially insures property worth $250,000 for $100,000, with a policy that requires at least 80% of its value to be insured for full coverage, and which has a $1,000 deductible, and then suffers a $20,000 loss. Since the amount of insurance required for full coverage = .8 x $250,000 = $200,000, the business would have to pay 1/2 of that loss, since the property was only insured for half of the required amount of insurance. Using the above equation, the business would have to directly bear the cost of $20,000 x $100,000/$200,000 - $1,000 = $9,000.

If you need further explanation, please do not hesitate to contact us.

The coverage descriptions in this proposal are abbreviated. Any coverage bound in accordance with the terms of this proposal is subject to the terms, conditions, limitations and exclusions of the applicable policy(ies). If there is any conflict between the coverage statements within this proposal and the applicable insurance policy(ies), the policy provisions will prevail. For questions regarding this proposal, contact our office.

Frost

Frost Insurance

App and Online Service Center

Frost Insurance is committed to making it easier to do business with us. By providing your company with 24/7 access to view and manage your insurance information, the Frost Insurance App and Online Service Center is an extension of the Frost customer service experience you've always known. It's your on-the-go source for all your company's insurance information.

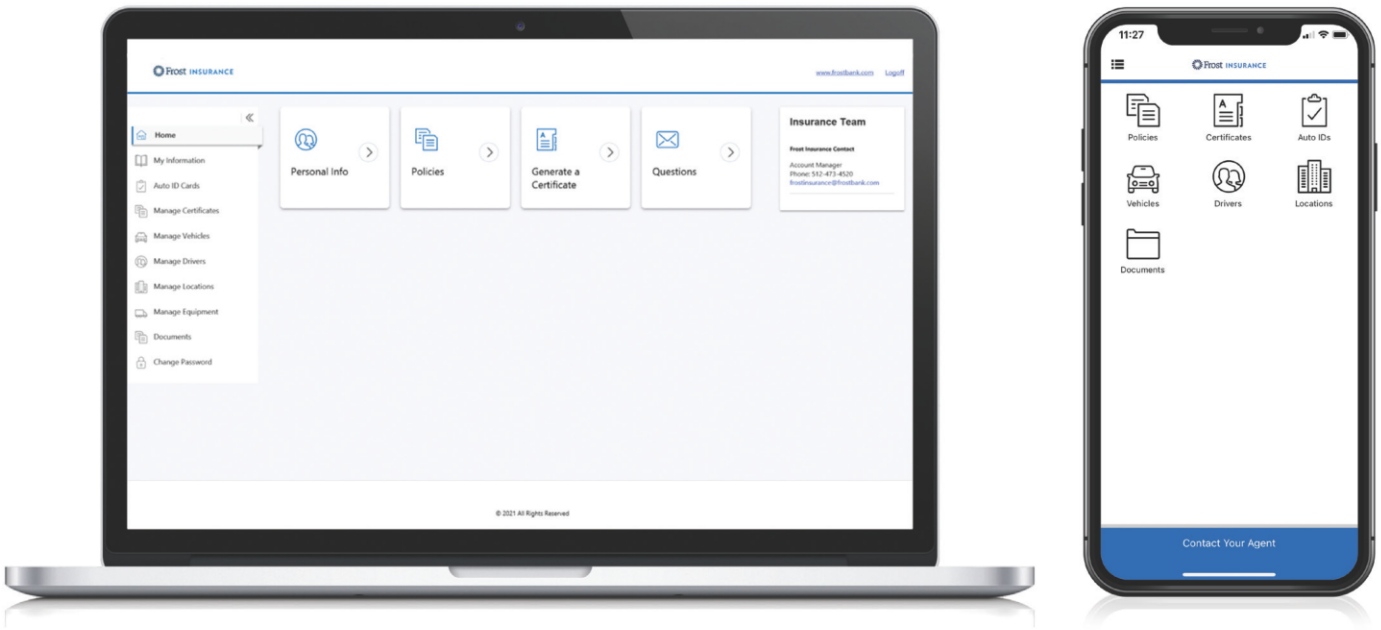
The Frost Insurance App and Online Service Center gives you quick, convenient access to your company's information where and when you need it, so you can focus on your business rather than your insurance.

NO MATTER WHERE YOU ARE, YOU'LL BE ABLE TO:

CERTIFICATES
View or email your Certificates of Insurance (COIs), including attachments and endorsements when needed.

ID CARDS
View or email copies of your auto ID cards.

CERTIFICATE HOLDERS
View an up-to-date list of certificate holders and add, modify or delete as needed.



CONTACT INFORMATION
Access the contact information we have on file for your account.

DOCUMENTS
Keep resource documents handy.

POLICY INFORMATION
View your policy information, including locations, equipment, drivers, vehicles, deductibles and limits of your coverage.

CERTIFICATES OF INSURANCE

When a last-minute COI is required to conduct or continue business, you can efficiently process the documents, and provide automatic inclusion of attachments and endorsements when needed. You can view, print, email or fax a copy of the COI from your computer or mobile device.

AUTOMOBILE ID CARDS

When you've lost or misplaced an auto ID card, you can view, print, email or fax a new copy directly from the online access portal or the app.

POLICY INFORMATION

View items or coverage in all of the following areas:


LOCATIONS


EQUIPMENT


DRIVERS AND VEHICLES


LIMITS AND DEDUCTIBLES

This feature enables both your business and Frost Insurance to view the same information and ensure that nothing is omitted from a policy.

ONLINE POLICY CHANGE REQUESTS

You have the ability to request changes to your insurance information, including adding, deleting and/or modifying coverage on your insurance policies. This service is available 24/7, offering a convenient way to communicate necessary policy changes to Frost Insurance. Of course, you still have the option to email or call your account manager with changes.

MANAGEMENT OF CERTIFICATE HOLDERS, LOSS PAYEES AND ADDITIONAL INSUREDS

The Frost Insurance App and Online Service Center enables you to manage all of your certificate holders in one location. You can add, modify and delete holders at any time, as well as easily review certificate holders prior to renewal in order to eliminate past certificate holders who no longer do business with you or who do not require a renewal certificate. This enables you to distribute certificates only to those companies or individuals who have a current interest in your business or operations.

CONFIRMATION OF ALL ONLINE ACTIVITY

One of the key features of the Frost Insurance App and Online Service Center is that all activity is verified through a confirmation email sent to the individual who initiates the activity. The email will confirm that the request has been received by Frost Insurance.

CUSTOMIZED USER ACCESS

Because each user is assigned a unique login, you can provide access to one or more individuals in your office. Additionally, the Frost Insurance App and Online Service Center allows you to designate whether the user has full account access, or a more limited view allowing the user to issue certificates and auto IDs, but not initiate any policy changes.

PLEASE NOTE

Requests for the addition, deletion or modification of coverage are not effective until authorized and confirmed by a licensed representative of Frost Insurance. These confirmations will typically be communicated within 24 hours of a request.

WE'RE HERE TO HELP

With over 25 years of experience, our Frost Insurance team strives to make it easy to do business with us. Our Frost Insurance App and Online Service Center provides your company with easy access to manage and view your insurance information, wherever you are. To learn more about how to get started, speak to our Frost Insurance team today at (866) 227-2099.

Insurance products are offered through Frost Insurance for solicitation in the state of Texas.

Claims Department Services

Act as Liaison Between You and the Insurance Carriers' Claims Services

As the liaison between you and the selected insurance carriers, our primary responsibility would be to solve any problems that may arise regarding claim handling, from acknowledgement through investigation to the final payment. The Frost Insurance Claims Department will assist you in understanding the steps the adjuster is taking in the handling of your claims. The Frost Insurance Agency Claims Department will provide direction to the handling adjuster as needed to bring your claims to be fairest and most efficient conclusion possible.

Develop Claims Handling Procedures to be Followed

The Frost Insurance Claims Department will assist you in developing reasonable and consistent handling instructions to be followed by the selected carriers. Once the handling instructions are in place, we will maintain contact with the carriers to ensure that the individual adjuster carries out these guidelines fully and accurately. These guidelines may include: requests for authority for payment or denial, contact procedures during an investigation, instruction for loss run distribution and directions for the use of outside vendors.

Assist in the Resolution of Coverage and Compensability Issues

Whenever necessary the Frost Insurance Claims Department will assist you in reviewing and analyzing any coverage question or concern that may arise. We will assist in presenting your position to the carrier as well as assist in the explanation of the carrier's position. The Frost Insurance Claims Department will assist you in making every effort to come to an agreement and will advise you of your options if an agreement cannot be reached.

Perform Claim Reviews and Monthly Loss Run Reviews

The Frost Insurance Claims Department views this as one of our most important functions. A periodic claim review would consist of a roundtable discussion of your open claims. Topics discussed would include the cause of the accident, current medical status, current work status, current reserves, wages, and all pertinent information available. We would utilize the knowledge available from all parties, the adjuster, your staff and the Frost Insurance Claims Department to develop a plan of action to bring each claim to a fair conclusion. Included in these discussions would be options available to you in the handling of each claim, from independent medical examinations and dispute resolution procedures to private investigators and settlement evaluations. In addition to claim review meetings your loss runs would be reviewed on a monthly basis to monitor changes in reserves and frequency of claims. Once this information is analyzed, it will be used to assist in the monitoring and controlling of reserves. If necessary, the Frost Insurance Claims Department will make suggestions to the handling adjusters regarding the appropriateness of the reserves set based on knowledge, judgment, past experience and the law.

Quality of the Frost Insurance Agency Claims Department

The Frost Insurance Claims Department provides an intelligent, well-educated and cooperative staff to assist you in all claim issues. The role of the Frost Insurance Claims Department is clear, we represent the insured and act as an advocate for the insured on all issues.

Frost

Frost Insurance

Risk Management Services

Frost Insurance takes a systematic approach to help clients manage financial loss and reach their risk management goals. Our team of knowledgeable Frost risk control consultants will work with you to identify and prioritize your risk activities, help manage exposures and reduce future losses.

With experience across a broad range of industries, our team of risk control consultants also holds multiple professional designations:

- CERTIFIED SAFETY AND HEALTH OFFICIAL (CSHO)
- SPECIALIST IN SAFETY AND HEALTH (SSH)
- CERTIFIED RISK MANAGER
- ASSOCIATE IN RISK MANAGEMENT
- CERTIFIED SAFETY PROFESSIONAL
- CERTIFIED INSURANCE COUNSELOR (CIC)
- TEXAS LICENSED RISK MANAGER

RISK CONTROL CONSULTING SERVICES

- Risk surveys and inspections
- Insurance carrier visits
- Loss analysis and risk identification
- Safety programs
- Fleet safety
- Complex claims management
- Contractual risk transfer
- Regulatory compliance for OSHA, EPA, DOT and DHS
- Emergency operations and business continuity
- OSHA investigations, citations and resolutions

TECHNOLOGY RESOURCES

- Client Portal resource library for policies, safety, compliance and OSHA recordkeeping
- Certificates of insurance
- Learning management system (LMS)
- Risk Management Information System (RMIS)
- Regulatory updates and resources

CONTINUED EDUCATION

- Client specific webinars
- Risk guidance communications

WE'RE HERE TO HELP

With over 25 years of experience, our Frost Insurance Team is well-versed in a wide range of industries and their associated risks and exposures. Effective risk management can help reduce losses, improve organizational resiliency and create a risk profile that is attractive to carrier partners. To learn more, speak to a Frost risk control consultant today at (866) 227-2099.

Insurance products are offered through Frost Insurance for solicitation in the state of Texas.

R(07/24)

Appendix

CHUBB®

Insured Name: McAllen Independent School District
Insured Location: 2000 N. 23rd St.,, Mcallen, TX 78501
Policy Number: F16926255 003
Policy Dates: 11-21-2025 to 11-21-2026

The Chubb Companies are required by ***Texas*** law and regulations to maintain or provide accident/loss prevention services for its professional liability, commercial automobile and general liability policyholders. The Chubb Companies offer these prevention services in Texas at no additional charge. The services are intended to help prevent and/or minimize accident/loss. These services include, but are not limited to, individual risk surveys, loss investigations, specific loss problem identification, and recommended actions for improvement.

The Chubb Companies may recommend one or more of these services based on the hazard, experience, and size of your ***Texas*** operations. You have the choice of receiving or declining any services offered. If you wish to decline all of the services or wish to receive only selected Risk Control Services, please indicate that by signing and dating in the space provided below. Please mail or fax this page to my attention at the captioned address or fax number. If you decline all of the available risk control services or choose only a support service which does not include a complete risk survey, we still have the responsibility under ***Texas*** law to monitor your losses. In the event you develop loss trends or problems and/or an adverse loss ratio develops, we will contact you and offer to assist you in addressing this situation.

Sincerely,
Robert Murphy
AVP, Technical Services

☒ **I am aware of the risk control service offered and decline. I have made other arrangements for these services.**

☐ **I wish to obtain the following accident prevention services:**

_____

☐ **At this time, I have no risk control service needs. I reserve the right to request risk control service at a later date.**

_____

Board President _____

(Title & Date) *(Signature)*

Approved as to form

by: JOHNATHAN BALL (Oct 31, 2025 10:41:11 CDT)

Johnathan Ball, Staff Attorney

Name: Aaron D. Rivera, Board President

Company Name: McAllen Independent School District

Address: 2000 N. 23rd Street

City, State, Zip: McAllen, TX 78501

PLEASE READ CAREFULLY

This Company has undertaken a survey of your premises, equipment, or operations (whichever is pertinent to the type of insurance applied for or provided) for the purpose of supporting the functions of risk underwriting. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding Elementary Science Olympiad

REFERENCE: Goal 1- Student Achievement/Student Focus, Strategy 3: Culture

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
McAllen I.S.D. is extending the pathway for students to engage in Science Olympiad to elementary students this school year. Science Olympiad was founded in 1984 at the national level and is the premier STEM (Science, Technology, Engineering, and Mathematics) competition in the nation. Students compete with peers as a team in various standards-based challenges.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: None

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION: This item is for information purposes only.

Attachment: ☑

SUBMITTED BY: Jeanette Nino (Oct 27, 2025 16:33:14 CDT)

SUPERVISOR: _____

For further information contact:
Name: Jeanette C. Nino
Office: Associate Superintendent for Instructional Leadership
eMail: Jeanette.nino@mcallenisd.net

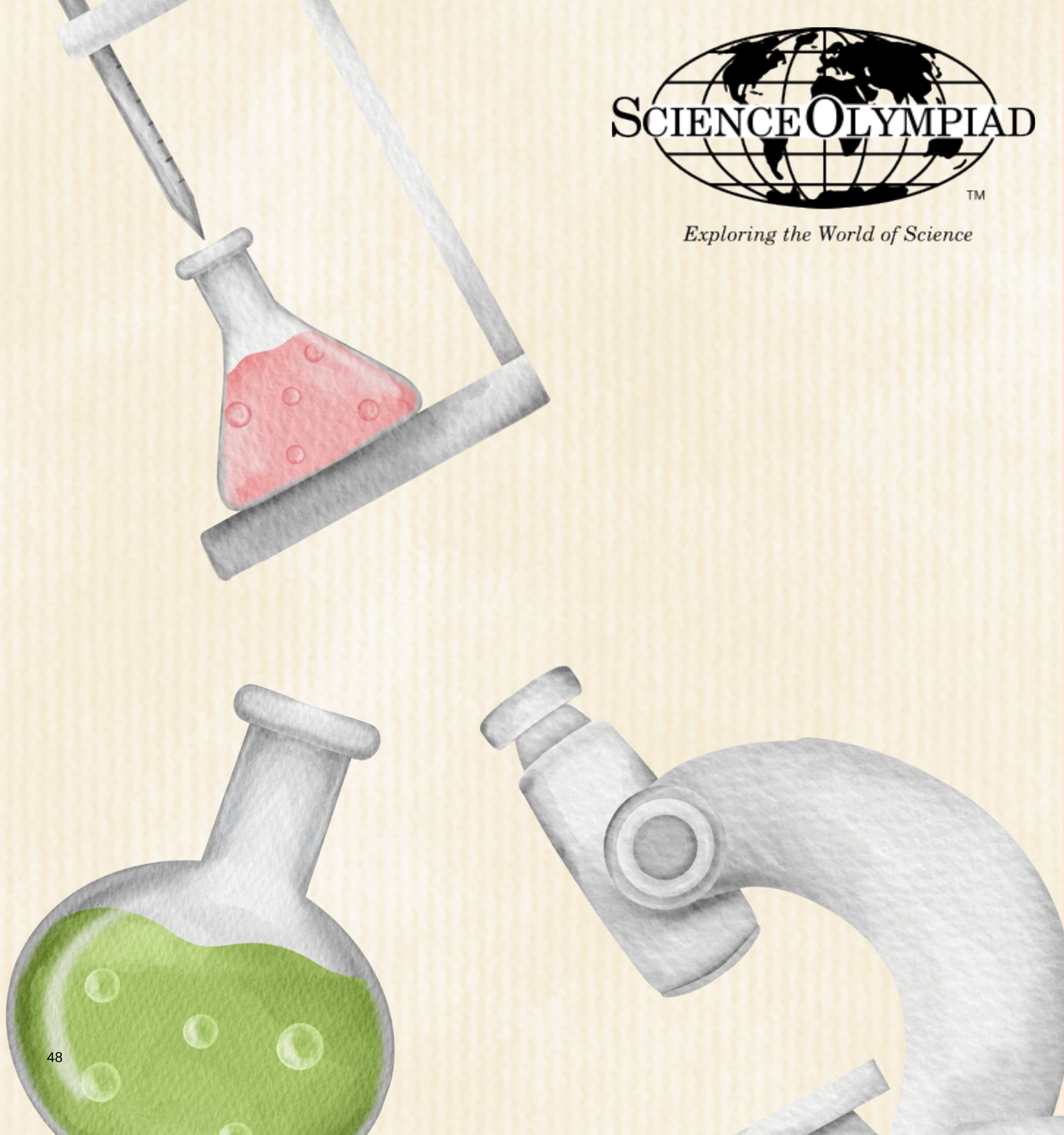
Approved for presentation to the Board of Education:

RENE GUTIERREZ (Oct 28, 2025 11:20:12 CDT)

Superintendent of Schools 10/28/2025

BOARD REPORT: ELEMENTARY SCIENCE OLYMPIAD

PRESENTED BY:
JEANETTE C. NINO
TUESDAY, NOVEMBER 11, 2025



BACKGROUND - SCIENCE OLYMPIAD AT MCALLEN I.S.D.

- BEGAN IN 2015 BY SECONDARY SCIENCE COORDINATOR WHO'S GOAL WAS TO INCREASE REPRESENTATION OF MISD SCHOOLS IN THIS PRESTIOUS OPPORTUNITY, ESPECIALLY SINCE THE REGIONAL COMPETITION IS HOSTED IN MCALLEN, TEXAS
- SOUTH TEXAS COLLEGE HOSTS THE REGIONAL SCIENCE OLMPIAD COMPETITION
- SINCE 2015, MCALLEN I.S.D. SECONDARY SCHOOLS HAVE EARNED TOP RANKS TO QUALIFY FOR BOTH MIDDLE SCHOOL AND HIGH SCHOOL TEAMS TO ATTEND THE TEXAS SCIENCE OLYMPIAD AT TEXAS A&M UNIVERSITY AT COLLEGE STATION
- IT IS TIME FOR ELEMENTARY STUDENTS AT OUR DISTRICT TO ENGAGE IN THIS TRADITION OF EXCELLENCE AND HAVE MCALLEN I.S.D. BE THE FIRST TO OFFER ELEMENTARY STUDENTS THIS OPPORTUNITY.



WHY SCIENCE OLYMPIAD FOR STUDENTS AT MCALLEN I.S.D.?

- BEGAN IN 2015 BY SECONDARY SCIENCE COORDINATOR WHO'S GOAL WAS TO INCREASE REPRESENTATION OF MISD SCHOOLS IN THIS PRESTIOUS OPPORTUNITY, ESPECIALLY SINCE THE REGIONAL COMPETITION IS HOSTED IN MCALLEN, TEXAS
- SOUTH TEXAS COLLEGE HOSTS THE REGIONAL SCIENCE OLMPIAD COMPETITION
- SINCE 2015, MCALLEN I.S.D. SECONDARY SCHOOLS HAVE EARNED TOP RANKS TO QUALIFY FOR BOTH MIDDLE SCHOOL AND HIGH SCHOOL TEAMS TO ATTEND THE TEXAS SCIENCE OLYMPIAD AT TEXAS A&M UNIVERSITY AT COLLEGE STATION
- IT IS TIME FOR ELEMENTARY STUDENTS AT OUR DISTRICT TO ENGAGE IN THIS TRADITION OF EXCELLENCE AND HAVE MCALLEN I.S.D. BE THE FIRST TO OFFER ELEMENTARY STUDENTS THIS OPPORTUNITY.



WHY SCIENCE OLYMPIAD FOR STUDENTS AT MCALLEN I.S.D.?

- Allows students to try on a variety of science for size
- Develop soft skills like teamwork, collaboration and problem solving
- Consideration of a future career in STEM pathway
- Students' experience helps them decide in choosing attending a 2 or 4 year college/university



PARTNERING WITH MCALLEN I.S.D. SECONDARY OLYMPIAD COACHES

1. What advice/recommendations would you share with a first year Science Olympiad coach? What were some things you learned along the way that would make your first year more productive?
2. How did you organize for each event after attending today's clinic?
3. How do you recruit students for this unique STEM experience?
4. What goals do you set for your students, yourself, and as a team?
5. Q&A





McALLEN ISD

2024 SCIENCE OLYMPIAD
MEMBERSHIP SNAPSHOT

Membership in the 2024 season grew to 6,260 teams, a **7% increase** increase compared to the 2023 season. Our goal for the 2025 season is 6,800 teams!

DIVISION B
Middle School Teams

2,600 Teams

48 States

2,570 Schools

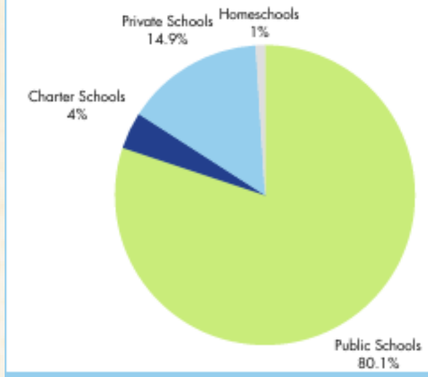
DIVISION C
High School Teams

3,660 Teams

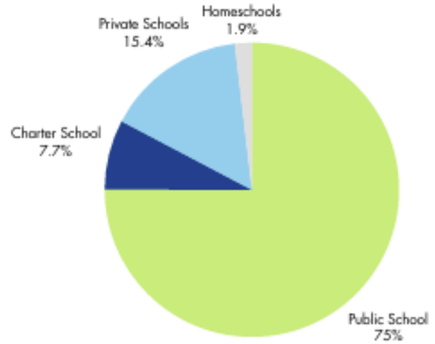
50 States + DC

3,640 Schools

DIVISION B
31% of the Div. B teams are Title 1 schools



DIVISION C
38% of the Div. C teams are Title 1 schools



Title 1 is a federal education program that supports low-income students throughout the nation.

THANK YOU TO OUR SPONSOR AND PARTNERS!

ADM, amcor, avantor, Catalent, CDC, CLIFFS, CFC, CORTEVA, 3M Young Scientist Lab, Double Good, Google, INGENIUS, IIC Gives, JST, MXD, MHUB, MSU, Science Olympiad, Million Women Mentors, naaee, NASA, NPFS, NOAA, NBCUniversal, University of Nebraska Lincoln, onshape, RAMBOLL, SkyCiv, STEM connector, Texas Instruments, TKS, USDA, ward's science, Yale

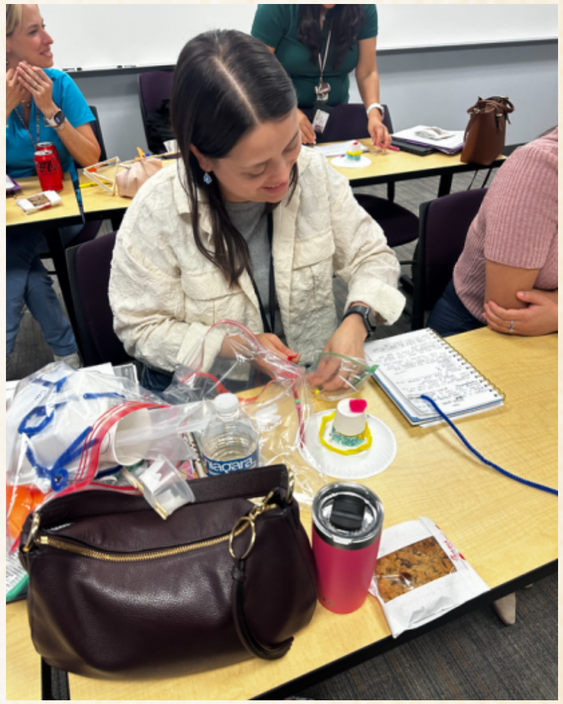
6,260 Teams Total

200K Students

52 Alum Chapters

40K Teachers

411 Tournaments





SCIENCE OLYMPIAD - 12 EVENTS

SCIENTIFIC PROCESSES AND THINKING SKILLS	SCIENCE CONCEPTS AND KNOWLEDGE	SCIENCE APPLICATION AND TECHNOLOGY
CODEBUSTERS	DINO NUGGETS	AERODYNAMICS
MONSTER MATCH	ROCK HOUND	BOTTLE MUSIC
TRAJ-EGG-TORY	CLUE IN TO SCIENCE	BRIDGE-A-RONI
WRITE IT/DO IT	METRIC MASTERY	MARSHMALLOW CATAPULT

SCIENCE OLYMPIAD - 12 EVENTS







ELEMENTARY SCIENCE OLYMPIAD



FAQS

- 15 STUDENTS (2 ALTERNATES)
- DO NOT HAVE TO COMPETE IN ALL 12 EVENTS
- COMPETE IN TEAMS OF 2
- RANKED IN EACH EVENT (EX: 1ST PLACE- 1 PT., 6TH PLACE- 6 PTS). LOWEST POINTS WINS
- SCORING GUIDELINES
- TOP 3 PLACES IN EACH EVENT GET MEDALS, TOP 3 CAMPUSES EARN A TROPHY
- ONLY ONE DISTRICT COMPETITION IN JANURAY
- SPIRIT AWARD





THANK YOU FOR YOUR ONGOING SUPPORT!





THANK YOU FOR YOUR ONGOING SUPPORT!



THANK YOU FOR YOUR ONGOING SUPPORT!



BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding State & Federal Programs

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen ISD State and Federal Programs Department, through the Every Student Succeeds Act (ESSA) of 2015, and the Texas Education Agency, aims to "provide all children significant opportunity to receive a fair, equitable, and high-quality education and to close educational achievement gaps." Additionally, the State and Federal Programs Department manages the State Compensatory Education Program to provide funding to campuses and, "reduce disparity in performance on assessment instruments or disparity in the rates of high school completion between at-risk students and all other students."

This evening, the State and Federal Programs Department will present on key aspects of our programs.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

LEGAL REVIEW: None.

BUDGETARY CONSIDERATIONS: None.

RECOMMENDED BOARD ACTION:
This item is for information purposes only.

Attachment: ☑

SUBMITTED BY: Dr. Cynthia Olivarez
Dr. Cynthia Olivarez (Oct 29, 2025 21:18:41 CDT)

SUPERVISOR: Rosalba De Hoyos (Oct 30, 2025 15:28:01 CDT)

SUPERVISOR: Jeanette Nino (Oct 31, 2025 08:52:04 CDT)

For further information contact:
Name: Dr. Cynthia Olivarez
Office: 956-632-3232
eMail: cynthia.olivarez@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 08:33:52 CST)

Superintendent of Schools

State & Federal Programs

Supporting Academic Success



Board Meeting Presentation

Tuesday, November 11, 2025

Cynthia Olivarez, Ed.D., Director

MCALLEN ISD

STATE AND FEDERAL PROGRAMS
Supporting Academic Success
MCALLEN ISD

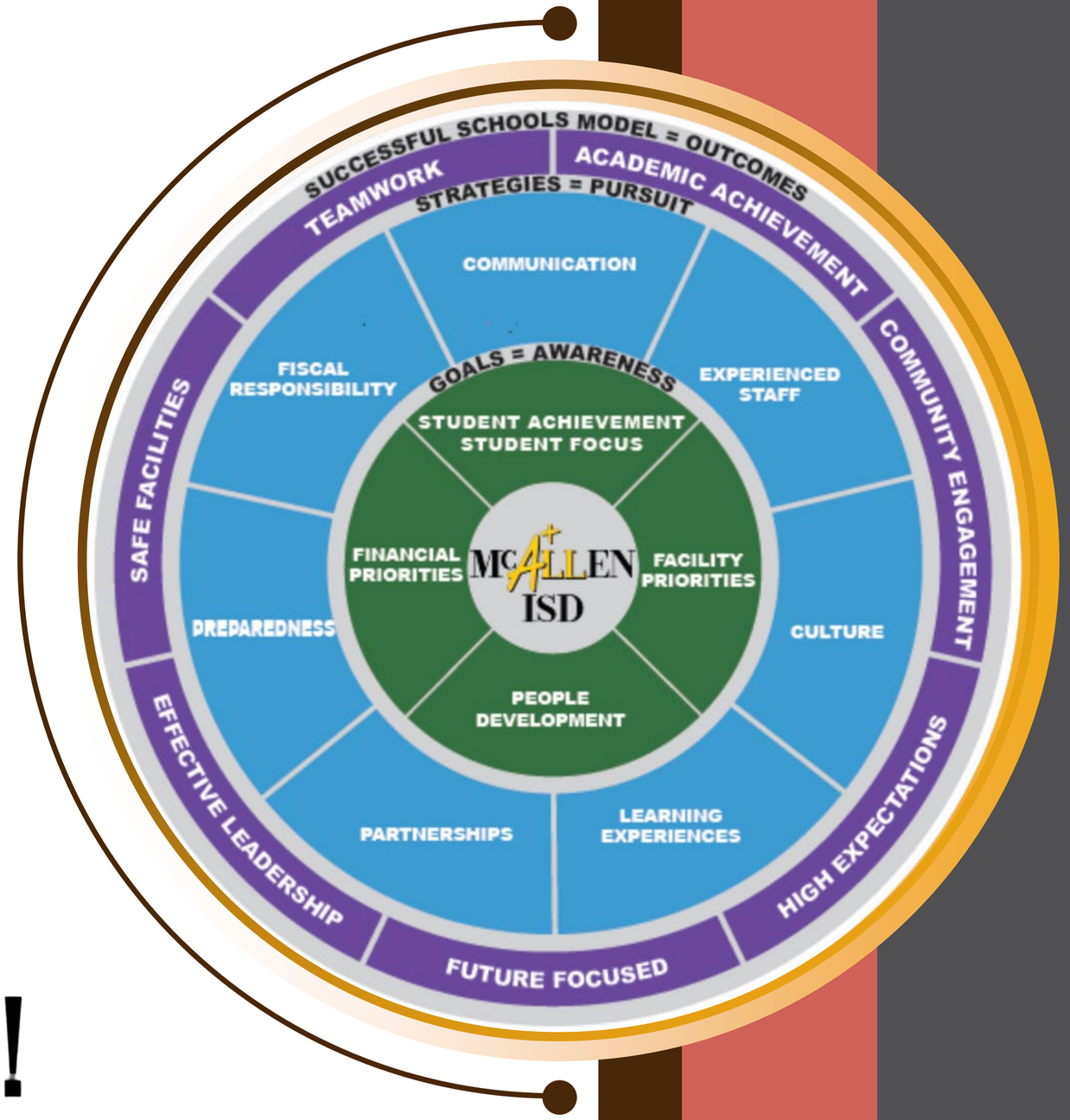
Supporting Academic Success!

VISION

The McAllen Independent School District is an inclusive community where all students are empowered to reach their full potential.

MISSION

The McAllen Independent School District educates all students to be creative and digital thinkers who impact a global society.



WE ARE ALL IN!

ESSA Federal Grants 2025 - 2026

01 Title I, Part A - Improving Basic Programs

The purpose of Title I of ESSA is to provide all children significant opportunity to receive a fair, equitable, and high - quality education, and to close educational achievement gaps .

02 Title I, Part C - Education of Migratory Children

Support high - quality and comprehensive educational programs and services during the school year and, as applicable, during the summer or intersession periods, that address the unique educational needs of migratory children .



03 Title II, Part A - Supporting Effective Instruction

The intent of the funding is to support educators in their work to improve the overall quality of instruction and ensure equity of educational opportunity for all students .

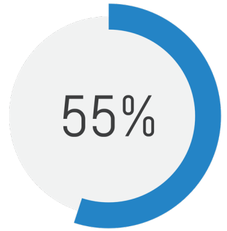
04 Title IV, Part A - Student Support and Academic Enrichment

Provide all students with access to a well - rounded education, improve school conditions for student learning, and improve technology in order to enhance academic outcomes and digital literacy of students .

Source: Texas Education Agency 2024

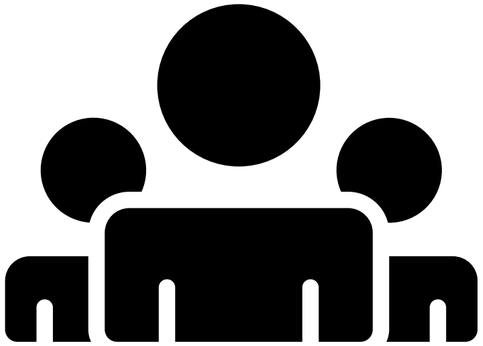
Compensatory Education Program (193)

The goal of the State Compensatory Education (SCE) program is to provide funding to reduce disparity in performance on assessment instruments or disparity in the rates of high school completion between educationally disadvantaged students, at - risk students, and all other students. The purpose of the SCE program is to increase academic achievement and reduce the dropout rate for these students by providing supplemental programs and services.



2025 - 2026

$11,727,541



166 Full -Time Employees

(101 Teachers)

- District AEP (I&G)
- Part -Time Tutors
- Contracts
- Social Workers
- Credit Recovery Programs
- Summer School
- Extra Duty Tutoring Allocations
- HeadStart Teachers (15)

Improving Basic Programs

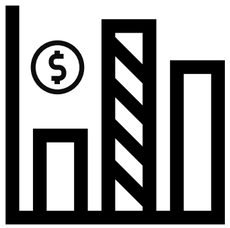
Supporting Campuses and District Departments

Title I Part A (211)



140 Full -Time Employees

(27 Teachers)



Approx. $7,525,280
in salaries/stipends



Approx. $245,358
Campus Allocations



Approx. $500,005
Contracts



Approx. $392,639
Summer School



25-26 Award
$11,085,243



Approx. $1,328,577
Reserved Funds



Approx. $118,573
Districtwide

Title I, Part A

Parent & Family Engagement Program

Title I School Wide Program
Allocation: $275,000





The purpose of the Title I , Part A Parent & Family Engagement Program is to support the learning, development, and health of children by improving the relationship between parents and schools

- 13 Parent Engagement Specialists; 4 Instructional Assistants supporting all Title I campuses
  - 17 Elementary
  - 6 Middle Schools
  - 5 High Schools
- Parent University Stakeholder Meetings - Monthly
- Back - to - School Bash and Shoe Closet - July 29, 2025
- Thanksgiving Turkey Dinners w/McAllen PD CrimeStoppers 200 High Need Families
- Holidays Toy Drive - Support by giftwrapping all toys
- Parent Engagement Mini - Conference - November 13, 2025
- My Little Valentine Family Celebration - February 12, 2026



November is Parent & Family Engagement Month!

Title I, Part A - Parent & Family Engagement

Day & Evening Study Program



Es un beneficio para mi y toda mi familia; un gran futuro para nosotros....damos gracias por la oportunidad y ojala se le siga dando a mas padres.

Ramiro, MISD Parent and STC Welding student

Esta clase me va a ayudar a coser diferentes artículos para mi familia y me va ahorrar dinero.

I had no idea how to use the sewing machine. Thanks to our teacher's clear instruction, I learned quickly the basics of using a sewing machine.



Evening Study Program for Parents

- Citizenship Classes
- ESL Classes

Job Skills Classes

- Sewing
- Crafts
- Cricut
- CPR - First Aid

South Texas College

- Cake Decorating
- Welding
- Basic Mechanics

Region One Adult Education Program

- ESL Classes
  - Open to community

Total Enrollment in Day & Evening Classes: 530* MISD Parents

Childcare: 90 students

*Some parents enrolled in multiple classes

Title I, Part C Education of Migratory Children

Every Journey Counts!

25- 26 Award: $471,376

- 473 identified children
- Activities
  - Monthly Parent Meetings
  - PSAT Boot Camp 10th - 11th graders
  - La Hortencia Educational Field Trip
  - Turkey Giveaway at November Parent Meeting
  - Literacy Family Night PK - 5th
- Mr. Raul Vega, Coordinator
  4 Office Staff



Hacienda La Hortencia Educational Field Trip



Reading activity incorporated in all field trips . Science, STEM or Social Studies also included .
All field trips are completed by March due to STAAR Testing.

Title II, Part A

Supporting Effective Instruction



25-26 Award
$1,419,149

- Professional Development
- Content Planning
- UTRGV Teacher Intern Stipends
- Substitutes
- Summer Conferences
- Consultant/Guest Speakers

lead4ward®

ISTE® International Society for Technology in Education

UTRGV™

NATIONAL MATH + SCIENCE INITIATIVE

Title IV, Part A
Student Support & Academic Enrichment Program

2025 - 2026 Award: $817,392

Well - Rounded

- STEAM Campus Allocations
  - after school clubs or activities
- MakerSpace
  - Housed in Libary
- Summer Enrichment Programs
  - Fine Arts
  - PE



Safe & Healthy

HEALTH SERVICES

MCALLEN ISD Police Department

- Crime Prevention Officers
- Community Outreach
- Mental Health
- Healthy Students Program
- Elevate Program



Technology

- Contracts
- MakerSpace
- Library





Thank You!



cynthia.olivarez@mcallenisd.net
lorena.anzaldua@mcallenisd.net

(956) 632-3232 State and Federal Programs
(956) 688-5408 Parent & Family Engagement

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding Intention to Apply for the Student, Teachers, and Officers Preventing (STOP) School Violence Program Grant through the U. S. Department of Justice

REFERENCE: Goal 1: Student Achievement / Student Focus; Strategy: Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The United States Department of Justice is seeking applications for funding to assist school districts in implementing a safer school environment. These STOP grant programs further the Department's mission by combating victimization and reducing violent crime. These program objectives are to increase school safety using evidence-based solutions to prevent violence against schools, staff, and students and ensure a positive school climate. Through the efforts of these funding opportunities agencies will acquire the intervention strategies for addressing student trauma with a trauma-informed approach. School staff training is another component that will be implemented through these programs to increase capacity for: mental health awareness, suicide prevention, violence prevention, and trauma informed care.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Department of Justice have/and will publish guidance regarding how these funds can be used and local compliance requirements school districts must follow, including a recommendation that districts develop a budget to address how the district will utilize funding to meet the goals of the grant.

LEGAL REVIEW: N/A

BUDGETARY CONSIDERATIONS: N/A

RECOMMENDED BOARD ACTION:
This item is for information purposes only.

Attachment: ☑

SUBMITTED BY: Adrian Garza (Fam Treat)

SUPERVISOR: Rosalba De Hoyos (Oct 30, 2025 15:28:58 CDT)

SUPERVISOR: Jeanette Nino (Oct 31, 2025 08:52:55 CDT)

For further information contact:
Name: Adrian Garza
Office: Family Treatment Program (956) 926-4813
eMail: adrian.garza@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 08:32:52 CST)

Superintendent of Schools

Grant Name	Report Regarding Intention to Apply for the Student, Teachers, and Officers Preventing (STOP) School Violence Program Grant through the U. S. Department of Justice
Term of Grant	11/1/2025 - 09/30/2028 (3 Years)
Grant Amount	$1,000,000
Grant Manager	Adrian Garza
Purpose and Use of Funds	Through this opportunity, the Bureau of Justice Assistance is seeking applications for funding under the Student, Teachers, and Officers Preventing (STOP) School Violence Program. The STOP School Violence Grant is designed to prevent and reduce school violence in K-12 students by implementing training to students, teachers, and staff with tools to recognize, respond quickly to, and help prevent acts of violence.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding the Teacher Incentive Allotment 2024-2025 Data Submission

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
To provide a performance-based, pay-for-performance system to recruit, retain, and reward high-quality teachers.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Teachers earn designations (Recognized, Exemplary, Master) based on their performance and their school's student population.

LEGAL REVIEW:
None.

BUDGETARY CONSIDERATIONS:
The program is funded by a state-supported allotment that varies based on campus and student population, with additional funding for rural and high-needs campuses.

RECOMMENDED BOARD ACTION:
This item is for information purposes only.

Attachment: ☐

SUBMITTED BY: John Grossi (Oct 31, 2025 14:30:05 CDT)

SUPERVISOR: Rosalba De Hoyos (Nov 3, 2025 10:00:30 CST)

SUPERVISOR: Jeanette Nino (Nov 3, 2025 13:15:07 CST)

For further information contact:
Name: John Grossi
Office: 956-688-5417
eMail: john.grossi@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 14:37:39 CST)

Superintendent of Schools

Teacher Incentive Allotment Data Submission

2024-2025 Data Set

MCALLEN ISD
WE ARE ALL IN!

Agenda

- Summary of Designation Levels
- Increased Number of Eligible Teachers
- Impact of 2024-25 Proposed Designations
- Designation Proposal Process
- Summary

Master Teacher



Master level teacher designation indicates that the identified teacher has achieved a level of teacher appraisal and student growth performance that places them in a level commensurate with the top 5% of teachers statewide.

Exemplary Teacher



Exemplary level teacher designation indicates that the identified teacher has achieved a level of teacher appraisal and student growth performance that places them in a level commensurate with the top 20% of teachers statewide.

Recognized Teacher

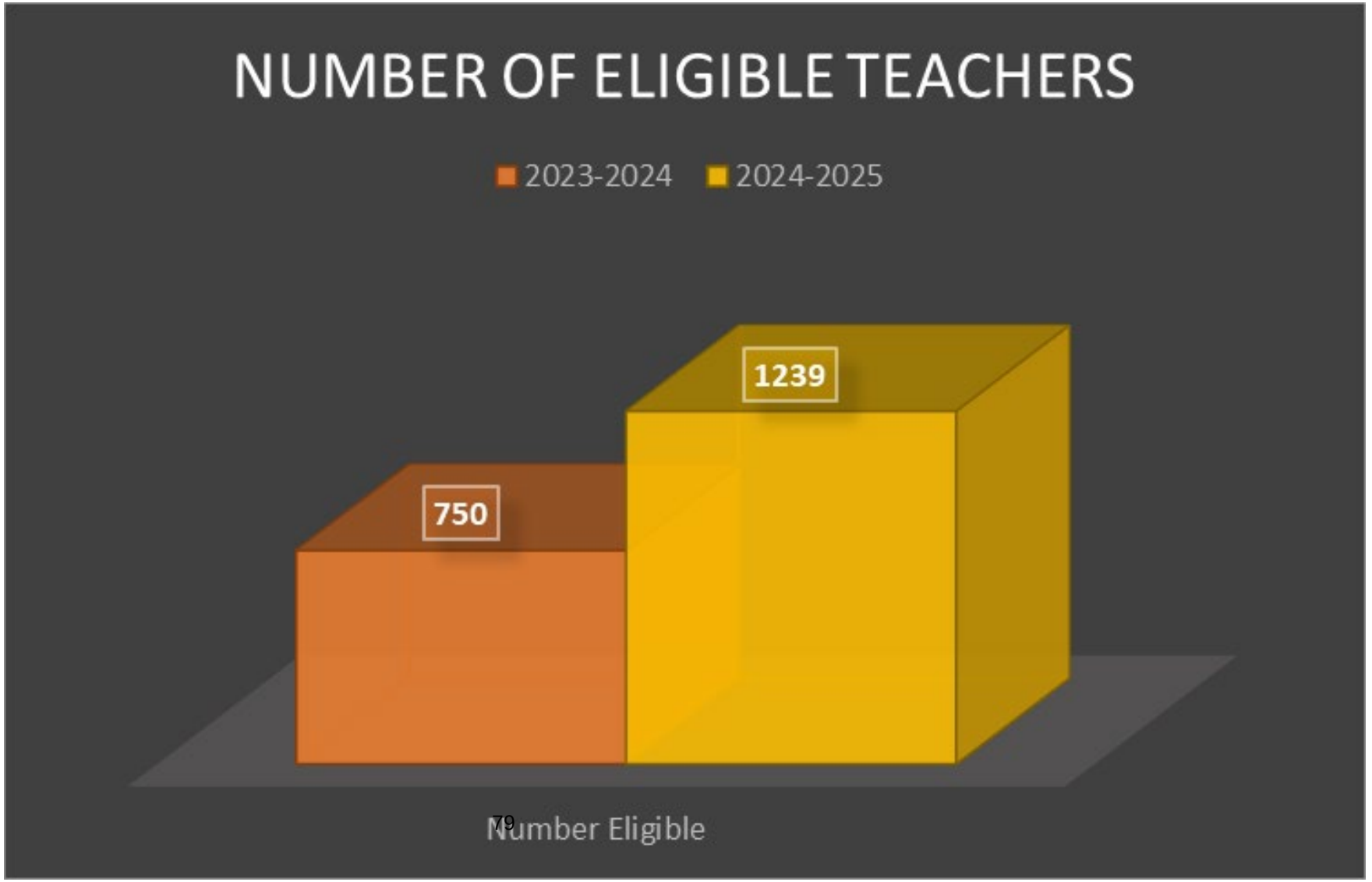


Recognized level teacher designation indicates that the identified teacher has achieved a level of teacher appraisal and student growth performance that places them in a level commensurate with the top 33% of teachers statewide.

Increased Number of Eligible Teachers

Phase Two Added 489

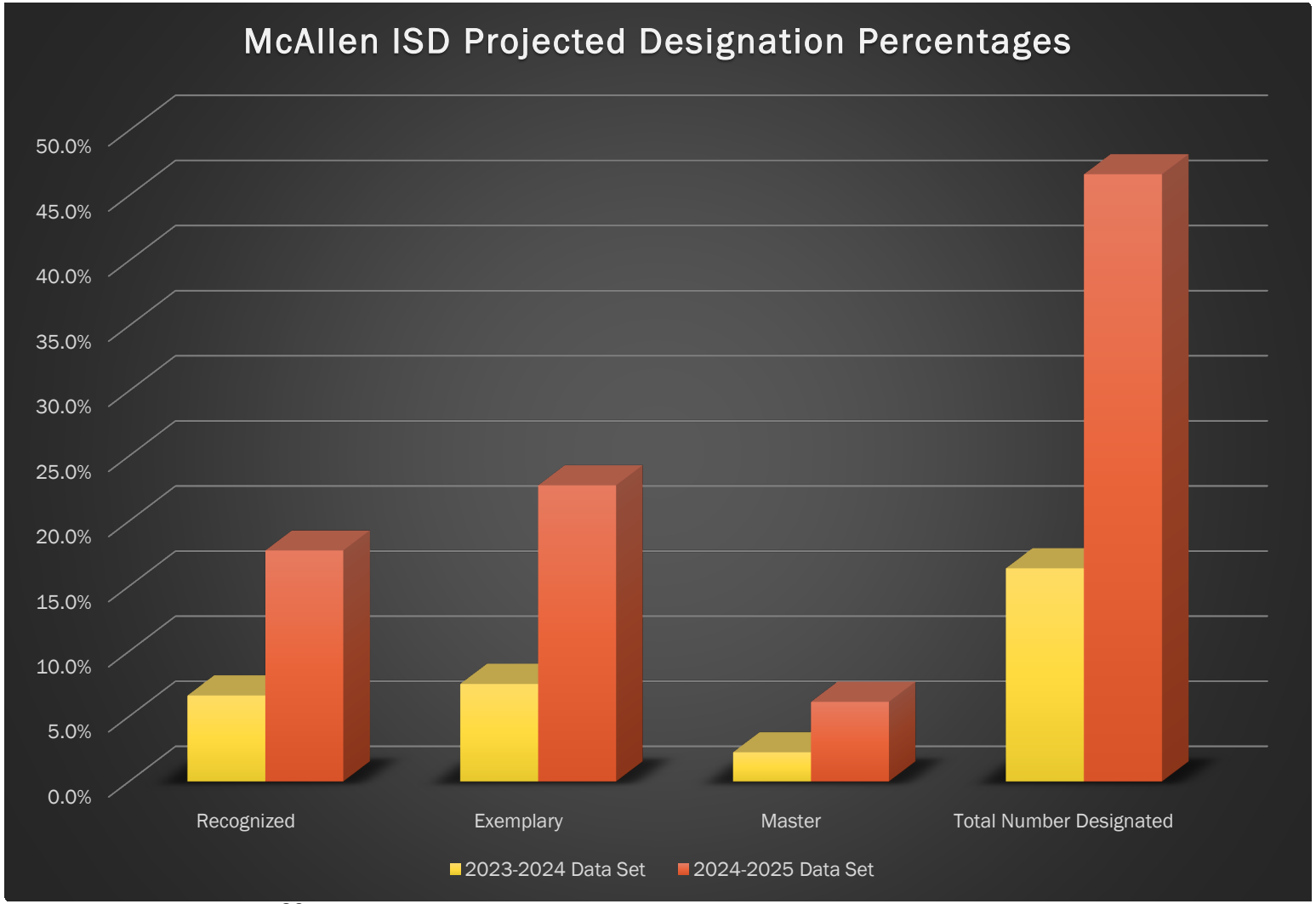
Eligible Teachers



Impact of Proposed Designations

Cumulative Designation Percentages for Currently Eligible Teachers		
Designation	**2023-2024 Data Set**	**2024-2025 Data Set**
Recognized	6.6%	17.8%
Exemplary	7.5%	22.8%
Master	2.3%	6.1%
Total Number Designated	16.4%	46.7%

Cumulative Number of Designations for Currently Eligible Teachers		
Designation	**2023-2024 Data Set**	**2024-2025 Data Set**
Recognized	82	220
Exemplary	93	282
Master	28	76
Total Number Designated	203	578
Total Population	1239	1239



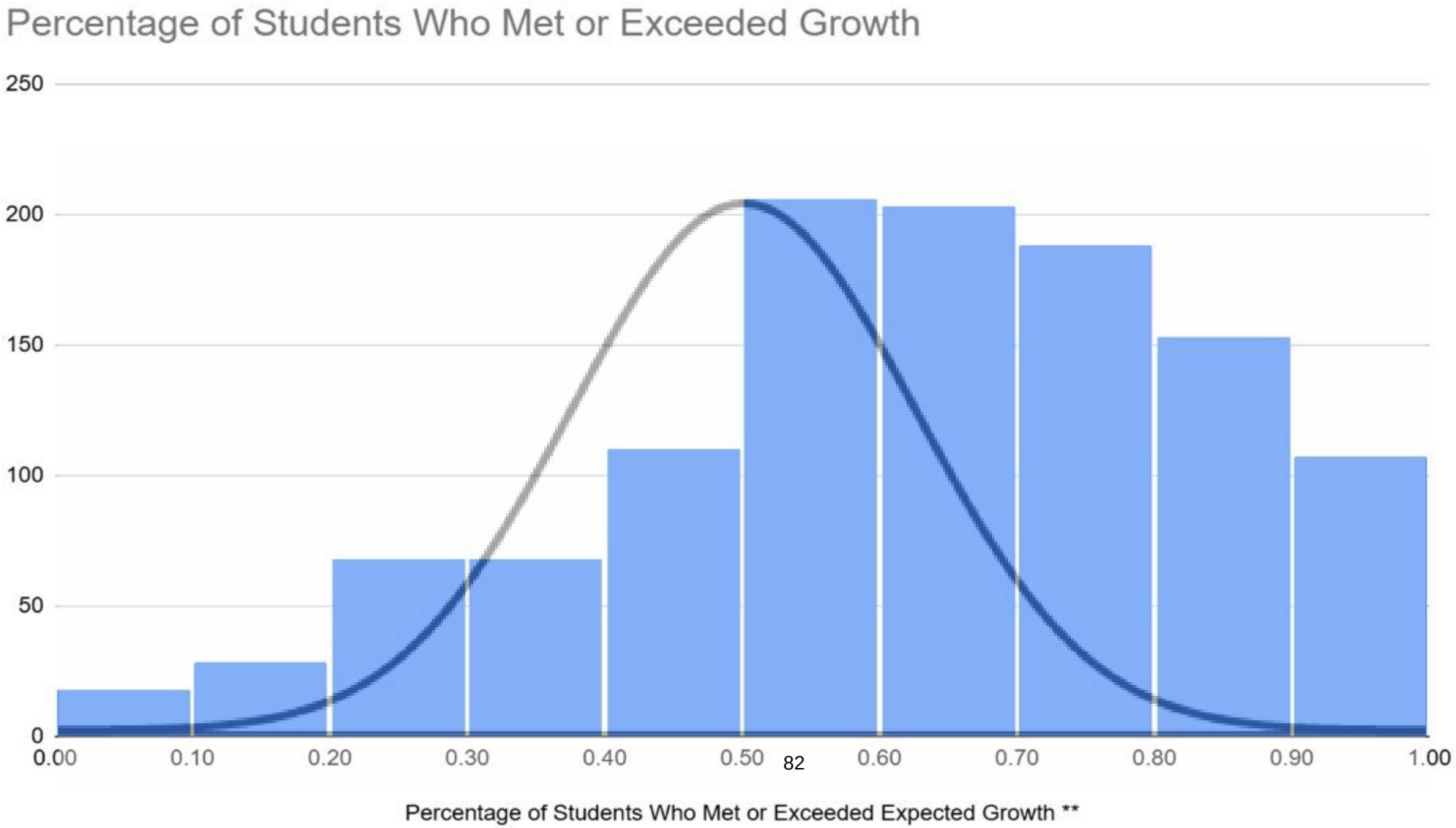
Beginning of Year Guidance

District Teacher Observation and Student Growth Minimums

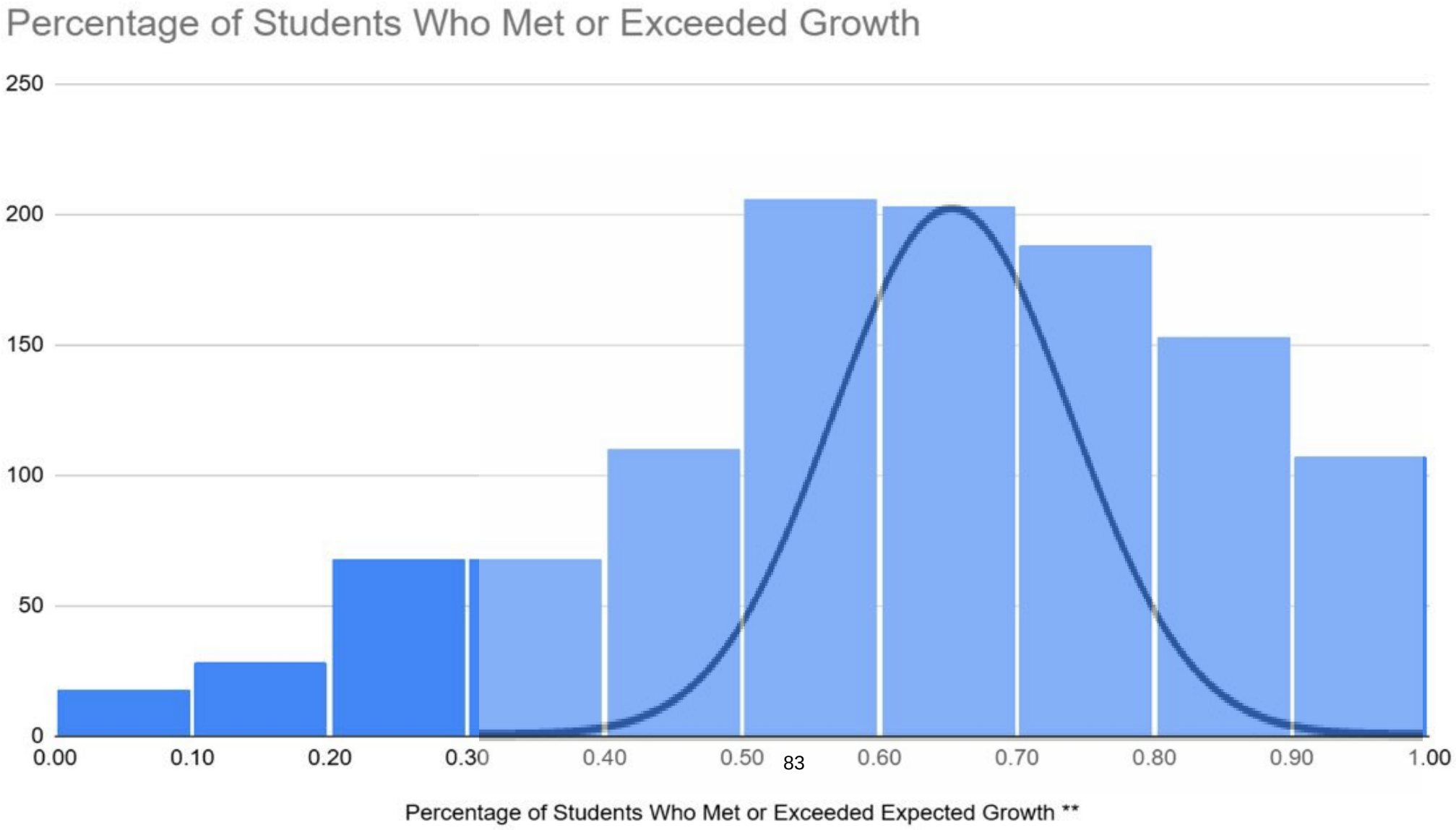
It is important to note that the statewide performance standards are guidelines for districts to use when developing their local designation system. District minimum performance standards and cut points may have to be adjusted and will be finalized in September after the data capture year.

Designation Level	Statewide Minimum Performance Standard		Statewide Cut Point	District Minimum Performance Standard
	Teacher Observation	Student Growth		
Recognized	3.7	55%	Top 33%	TBD
Exemplary	3.9	60%	Top 20%	TBD
Master	4.5	70%	Top 5%	TBD

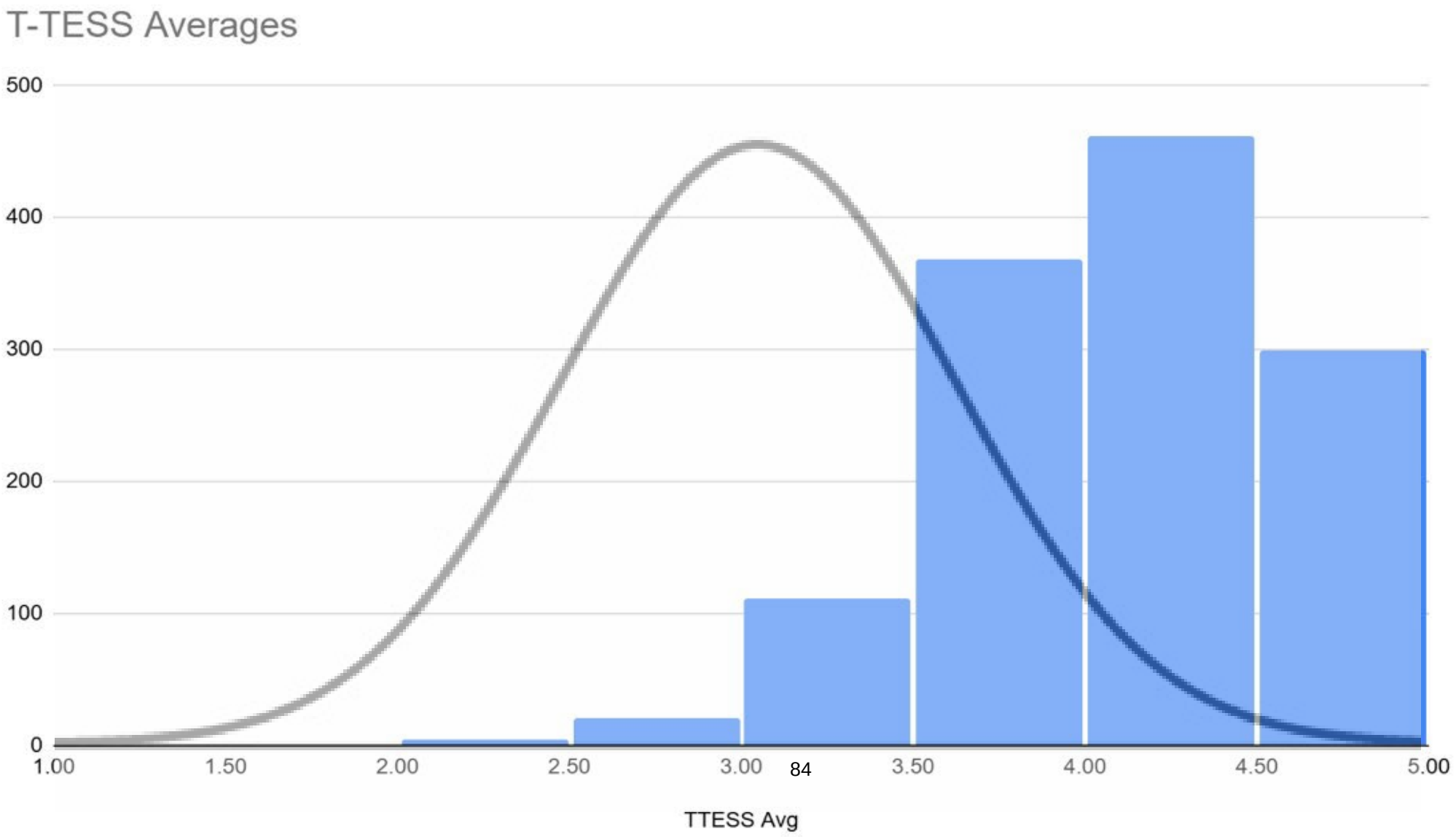
Student Growth



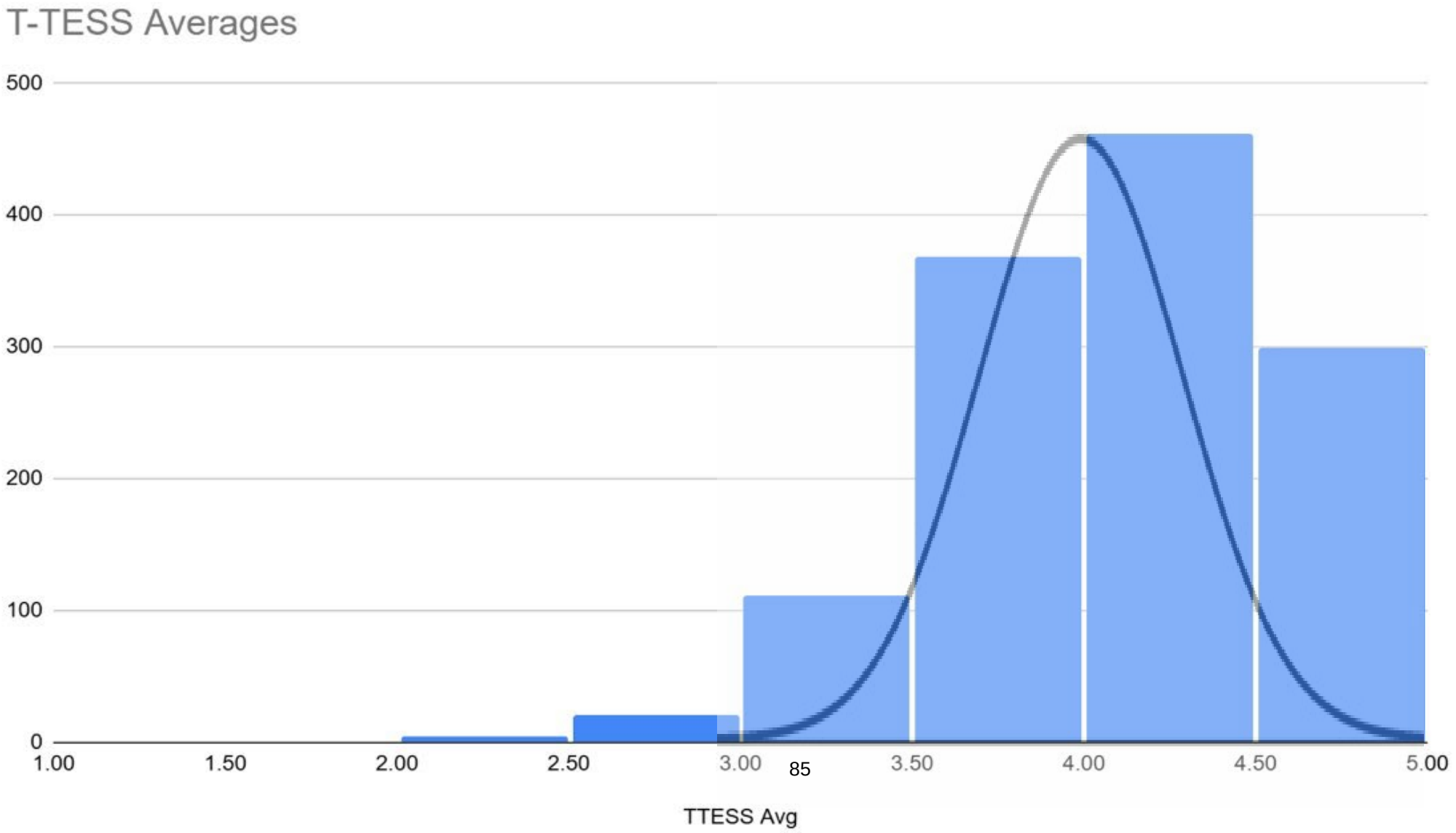
Student Growth



Teacher Evaluation

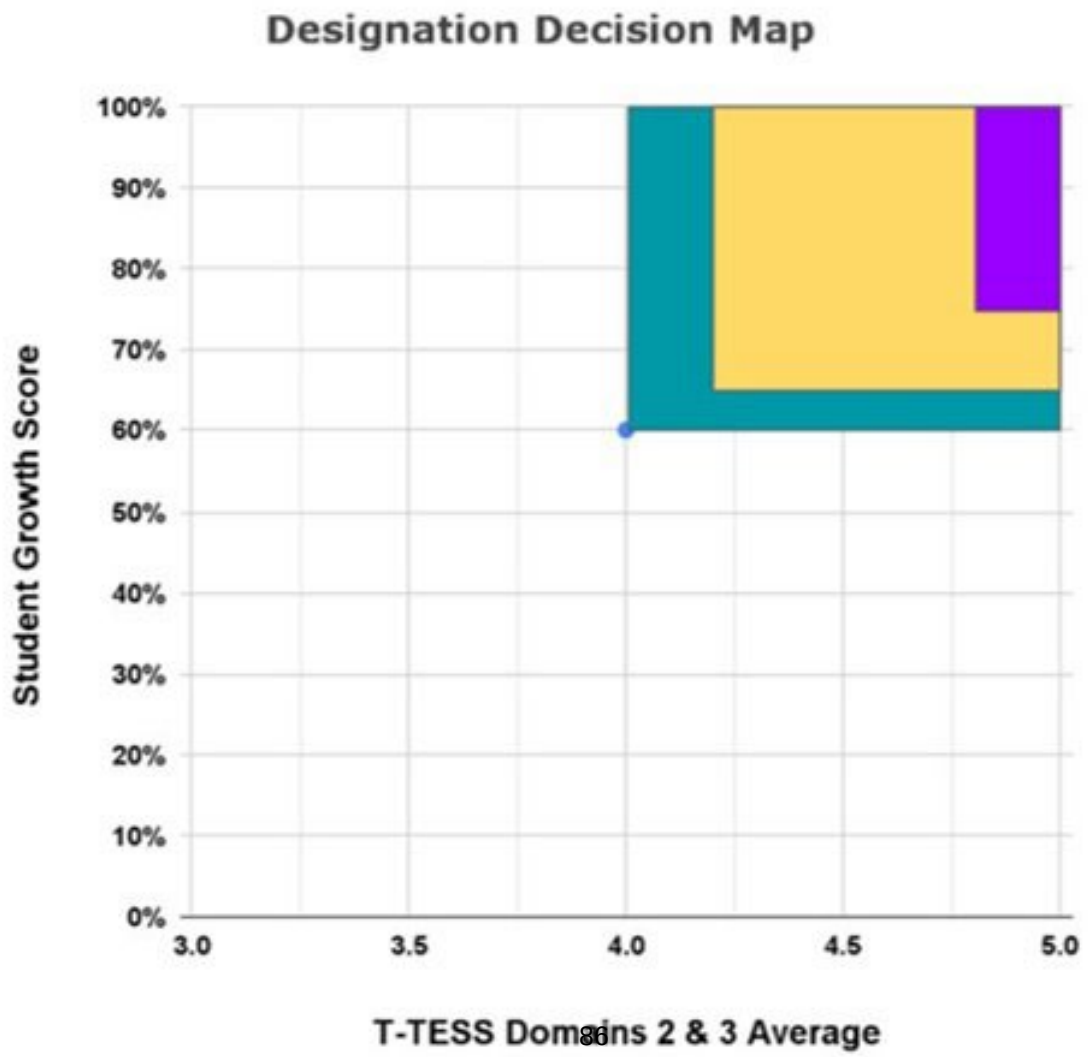


Teacher Evaluation



Designation Proposal Process

Proposed Designation	Count
Recognized	160
Exemplary	198
Master	48
TOTAL	406



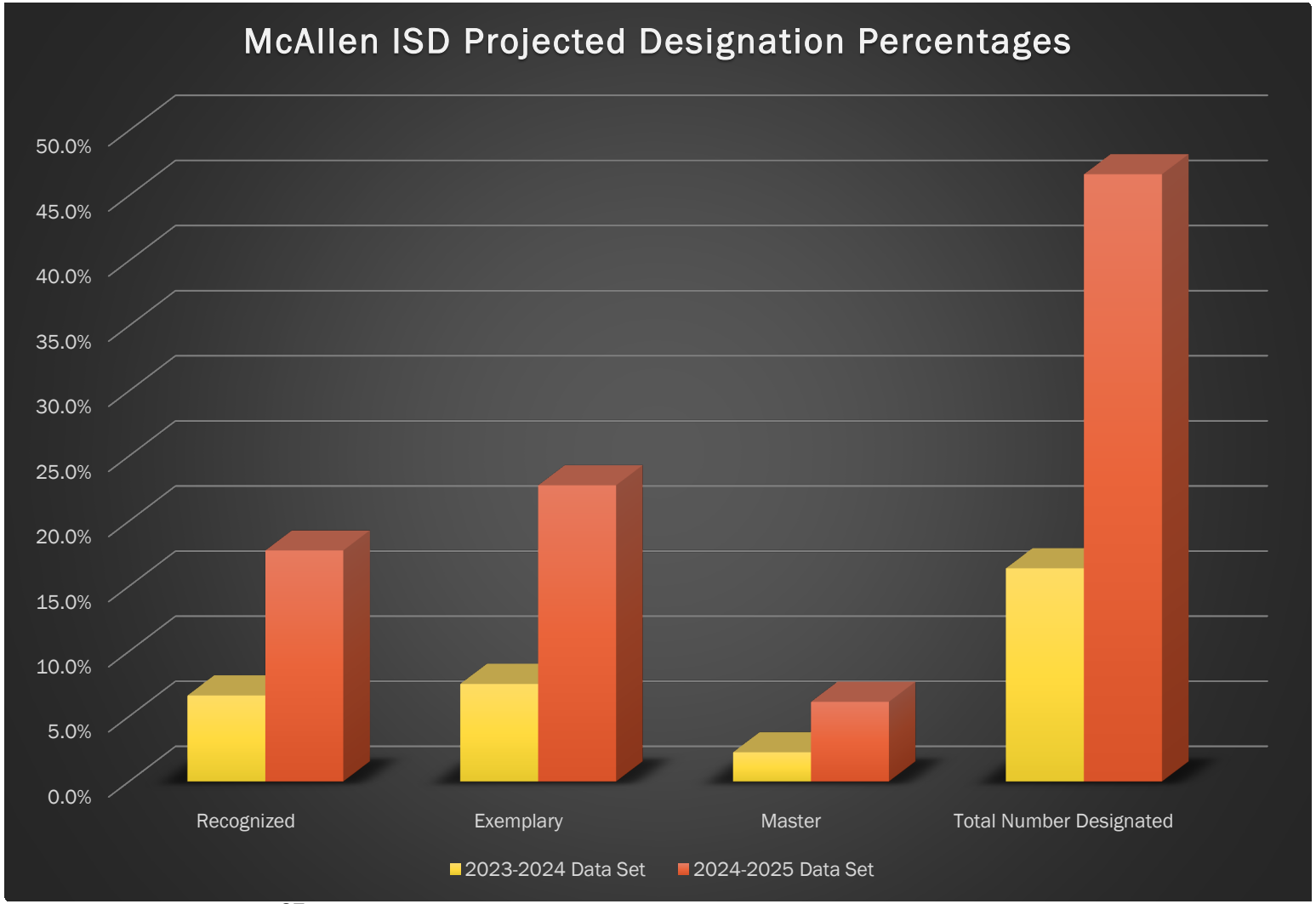
	T-TESS	SGM
Master	4.8	75%
Exemplary	4.2	65%
Recognized	4	60%

State Minimums		
Masters	4.5	70%
Exemplary	3.9	60%
Recognized	3.7	55%

Impact of Proposed Designations

Cumulative Designation Percentages for Currently Eligible Teachers		
Designation	**2023-2024 Data Set**	**2024-2025 Data Set**
Recognized	6.6%	17.8%
Exemplary	7.5%	22.8%
Master	2.3%	6.1%
Total Number Designated	16.4%	46.7%

Cumulative Number of Designations for Currently Eligible Teachers		
Designation	**2023-2024 Data Set**	**2024-2025 Data Set**
Recognized	82	220
Exemplary	93	282
Master	28	76
Total Number Designated	203	578
Total Population	1239	1239



MCALLEN ISD

WE ARE ALL IN!

Thank you

John Grossi

Teacher Incentive Allotment Facilitator

john.grossi@mcallenisd.net

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on the Purchase of the Proposed Book Titles for Elementary and Middle School Libraries (Posted October 1 - October 30)

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
A list of books that McAllen ISD librarians have curated for purchase has been posted for 30 days with no parent comments.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
In compliance with SB13, 1951 book titles (focusing on diverse, age-appropriate literature to enrich out students' reading experiences) was publicly posted on our district website for the required 30-day review period. During this time, we have not received any public comments or concerns.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve the list of proposed titles for purchase by Elementary and Middle School librarians.

Attachment: ☑

SUBMITTED BY: Jenny Ann Vega

SUPERVISOR: Rosalba De Hoyos (Oct 29, 2025 13:23:43 CDT)

SUPERVISOR: Jeanette Nino (Oct 29, 2025 13:32:39 CDT)

For further information contact:
Name: Ann Vega
Office: 956-972-5600
eMail: jennyann.vega@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Oct 29, 2025 15:57:30 CDT)

Superintendent of Schools

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	¡Super geologia! Set 2 (Geology Rocks!)		978-1-0982-0094-7				Lower Elementary				
Elementary	¿Como se hace? Set 2 (How Is It Made?)		978-1-5321-8744-5				Lower Elementary				
Elementary	¿Has Llenado una Cubeta Hoy?: Una Guía Diaria de Felicidad para Niño	Carol McCloud	996099956	978-0996099950			Lower Elementary				
Elementary	10 perros	Gravett, Emily	9788491456254				Lower Elementary				
Elementary	101 Dalmatians	Bobowicz, Pamela	9780736481571				Lower Elementary				
Elementary	12 reasons to love the Boston Red Sox	Tustison, Matt	9781632352095				Upper Elementary				Gr 5-8
Elementary	13 ways to eat a fly	Heavenrich, Sue	9781580898904				Lower Elementary				
Elementary	15 secrets to survival	Richards, Natalie D.	9780593644126				Upper Elementary				
Elementary	A boy, a dog, a frog and a friend	Mayer, Mercer	9780803728820				Lower Elementary				
Elementary	A boy, a dog, and a frog	Mayer, Mercer	9780803728806				Lower Elementary				PreS-Gr 1
Elementary	A dangerous path	Hunter, Erin	9781489864147			9780062367006	Middle School	Grades 6-9			
Elementary	A game of chase	Emerson, Marcus	9781098252434				Upper Elementary				
Elementary	A gift for Goose	Hills, Tad	9780525644910				Lower Elementary	Preschool-Grade 1	Ages 4-7		
Elementary	A kiss goodbye	Penn, Audrey	9781933718040				Lower Elementary			Ages 3-8	
Elementary	A pocket full of kisses	Penn, Audrey	9781933718026				Lower Elementary	Preschool-Grade 2		Ages 4-8	PreS-Gr 1
Elementary	A super scary Narwhalloween	Clanton, Ben			9780735266742		Lower Elementary		Ages 6-10		K-Gr 3
Elementary	A treacherous tide	Dixon, Franklin W	9781713703440				Upper Elementary				
Elementary	A very big fall	Kastner, Emmy	978-0-358-41945-7								
Elementary	A woodland wedding	Elliott, Rebecca	9781098252250				Lower Elementary				
Elementary	Aaron has a lazy day	Eastman, P. D	9781489842787				Lower Elementary				
Elementary	Aaron is a good sport	Eastman, P. D	9781537943039				Lower Elementary				
Elementary	Aaron is cool	Eastman, P. D	9781489870247				Lower Elementary				
Elementary	Aaron loves apples and pumpkins	Eastman, P. D	9781489870254				Lower Elementary				PreS-K
Elementary	Abe Lincoln's hat	Brenner, Martha	9780758759665				Lower Elementary	Grades 1-3			Gr 1-3
Elementary	Abe Lincoln's hat	Brenner, Martha	9780758759665				Lower Elementary	Grades 1-3			Gr 1-3
Elementary	Across the sea	Homberg, Ruth	9781489894908				Lower Elementary				
Elementary	Act : vota por Olivia (Click, Book 3)	Miller, Kayla	1-51604-283-2	978-1-51604-283-8			Upper elementary				
Elementary	Adela's Mariachi Band	Denise Vega		978-1-62354-444-7			Lower Elementary				
Elementary	Adivina (Guess What)	Various	978-1-63471-501-0				Lower Elementary				
Elementary	Adventure awaits	Kingsbury, Karen	9781668883754				Upper Elementary				
Elementary	Adventures of Super Diaper Baby : the first graphic novel	Pilkey, Dav	9781338687859				Upper Elementary				
Elementary	Agents of S.U.I.T	Green, John Patrick	9781250852564				Upper Elementary				
Elementary	Agents of S.U.I.T. Wild ghost chase	Green, John Patrick			9781250852403		Upper Elementary				Gr 6-Up
Elementary	Alas de fuego. Libro 1.La profecia : novela grafica (Wings of Fire, Book	Deutsch, Barry	1-51609-438-7	978-1-51609-438-7			Upper elementary				
Elementary	Alas de fuego. Libro 2.La heredera perdida : novela grafica	Deutsch, Barry	84-272-2352-8	979-83-687-0770-9			Upper elementary				
Elementary	Alexander and the wind-up mouse	Lionni, Leo	9781537942902				Lower Elementary				
Elementary	Alexander Hamilton : from orphan to founding father	Kulling, Monica	9781518190315				Lower Elementary				
Elementary	All by myself	Mayer, Mercer	9780758724472				Lower Elementary				
Elementary	All ears	Gibbs, Stuart	9781665956482				Upper Elementary				
Elementary	All right already! : a snowy story	John, Jory	9780062370990				Lower Elementary				
Elementary	All stuck up	Hayward, Linda	9780758708762				Lower Elementary				
Elementary	All Tide Up	John Patrick Green	978-1-250-84989-2				Upper Elementary				
Elementary	Alpacas make terrible librarians!!	Mahoney, Kristi	9781957655284				Lower Elementary				
Elementary	Amazing armadillos	McKerley, Jennifer Guess	9780329715618				Lower Elementary		Ages 5-8		
Elementary	Amigos de la granja Set 1 (Farm Friends)		978-1-5321-3610-8				Lower Elementary				
Elementary	Amigos de la granja Set 2 (Farm Friends)		978-1-0982-3739-4				Lower Elementary				
Elementary	Amulet. Book eight,Supernova	Kibuishi, Kazu	9781549053719		9780545850025	9780545828604	Upper Elementary		Ages 10-12		
Elementary	Amulet. Book five,Prince of the elves	Kibuishi, Kazu	9780329933302		9780545208888	9780545208895	Upper Elementary	Grades 4-7	Ages 10-12		
Elementary	Amulet. Book four,The last council	Kibuishi, Kazu	9780329878566		9780545208864	9780545208871	Upper Elementary	Grades 4-7			
Elementary	Amulet. Book nine,Waverider	Kibuishi, Kazu	9781516077489		9780545850032	9780545828659	Upper Elementary				
Elementary	Amulet. Book one,The stonekeeper	Kibuishi, Kazu	9780329654283		9780439846806	9780439846813	Upper Elementary	Grades 4-7	Ages 10-12		Gr 4-Up
Elementary	Amulet. Book seven,Firelight	Kibuishi, Kazu	9781489896230		9780545839662	9780545433167	Upper Elementary				Gr 4-6
Elementary	Amulet. Book six,Escape from Lucien	Kibuishi, Kazu	9781489896247		9780545848992	9780545433150	Upper Elementary	Grades 4-7	Ages 10-12		Gr 4-6
Elementary	Amulet. Book three,The cloud searchers	Kibuishi, Kazu	9780329800048		9780545208840	9780545208857	Upper Elementary	Grades 4-7	Ages 9+		Gr 4-8

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Amulet. Book two,The stonekeeper's curse	Kibuishi, Kazu	9780329732424		9780439846820	9780439846837	Upper Elementary	Grades 4-7	Ages 10-12		Gr 4-Up
Elementary	Amy Looks Before She Leaps	Barkley, Callie	1-665-96360-3	978-1-665-96360-2		978-0-8000-7604-7	Upper Elementary				
Elementary	And Then, Boom!	Fipps, Lisa	0-593-40632-X	978-0-593-40632-8		978-0-8000-7718-1	Upper Elementary		Ages 9-13		Gr 5 Up
Elementary	Animales asiaticos (Asian Animals)		978-1-0982-6530-4				Lower Elementary				
Elementary	Animales de Australia (Australian Animals)		978-1-0982-0080-0				Lower Elementary				
Elementary	Animales de la Antartida (Antarctic Animals)		978-1-0982-6981-4				Lower Elementary				
Elementary	Animales del artico (Arctic Animals)		978-1-0982-0423-5				Lower Elementary				
Elementary	Animales espeluznantes (Spooky Animals)		978-1-0982-6070-5				Lower Elementary				
Elementary	Animales interesantes (Interesting Animals)		978-1-0982-6743-8				Lower Elementary				
Elementary	Animales miniatura (Mini Animals)		978-1-0982-0416-7				Lower Elementary				
Elementary	Animales sudamericanos (South American Animals)		978-1-0982-6757-5				Lower Elementary				
Elementary	Anna's best friends	Webster, Christy	9781489816955				Lower Elementary				
Elementary	Anonymoose	Tenney, Shawna J. C	978-1-5064-9764-8				Lower Elementary				
Elementary	Apachurrada (Squished)	Megan Wagner Lloyd	978-1-5364-8779-4				Upper Elementary				
Elementary	Arfy and the stinky smell	Cummings, Troy	9781516043736				Lower Elementary				
Elementary	Arfy has a ball	Cummings, Troy	9781516085378				Lower Elementary				
Elementary	Ariana Grande (Torque: Music Superstars)	Nguyen, Suzane		979-88-930449-8-0			Upper elementary				
Elementary	Ariel is fearless	Marsham, Liz	9781537957449				Lower Elementary				
Elementary	Art show attacks!	Chabert, Jack	9781338181982				Lower Elementary				
Elementary	Art Teacher from the Black Lagoon	Mike Thaler	978-1-59961-952-1				Lower Elementary				
Elementary	Artemis Fowl	Colfer, Eoin	1-368-03698-8	978-1-368-03698-6		978-0-7804-3102-7	Upper Elementary				
Elementary	Author Visit from the Black Lagoon	Mike Thaler	978-1-59961-960-6				Lower Elementary				
Elementary	Axolotl	Jenna Grodzicki	979-8-88509-999-8				Lower Elementary				
Elementary	Axolotls (Creepy Creatures (Apex))	Doty, Abby		979-83-687-5704-9			Upper elementary				
Elementary	Babe Ruth saves baseball!	Murphy, Frank	9781415576939				Lower Elementary	Grades 1-3			
Elementary	Baby panda goes wild	Salomon, David	9781549095788				Lower Elementary				
Elementary	Baby-sitters little sister. 10,Karen's prize	Grant, Shauna J	9798368749648		9781546110071	9781339005072	Upper Elementary				
Elementary	Baby-sitters little sister. 11,Karen's ghost	Yingst, DK	9798368749655		9781546110576	9781339005102	Upper Elementary				
Elementary	Baby-sitters little sister. 7,Karen's haircut	Farina, Katy	9781668893791		9781338762648	9781338762624	Upper Elementary				
Elementary	Babymouse for President	Holm, Jennifer L.	978-0-605-54554-0	978-0-375-86780-4			2.6				
Elementary	Babymouse Goes for the Gold	Holm, Jennifer L.	978-0-605-92920-3	978-0-307-93163-4			2.3				
Elementary	Babymouse, Puppy Love	Holm, Jennifer L. & Matthew	978-0-605-17810-6	978-0-375-83990-0			1.8				
Elementary	Babymouse: Beach Babe!	Holm, Jennifer L. & Matthew	978-0-605-01620-0	978-0-375-83231-4			2				
Elementary	Babymouse: Burns Rubber	Holm, Jennifer L. & Matthew	978-0-605-41343-6	978-0-375-85713-3			2.2				
Elementary	Babymouse: Cupcake Tycoon	Holm, Jennifer L. & Matthew	978-0-605-47463-5	978-0-375-86573-2			2.2				
Elementary	Babymouse: Dragonslayer	Holm, Jennifer L. & Matthew	978-0-605-26084-9	978-0-375-85712-6			2.6				
Elementary	Babymouse: Heartbreaker	Holm, Jennifer L.	978-0-605-12036-5	978-0-375-83798-2			2				
Elementary	Babymouse: Mad Scientist	Holm, Jennifer L. & Matthew	978-0-605-49718-4	978-0-375-86574-9			2.6				
Elementary	Babymouse: Monster Mash	Holm, Jennifer L. & Matthew	978-0-605-20989-3	978-0-375-84387-7			1.9				
Elementary	Babymouse: Our Hero!	Holm, Jennifer L. & Matthew	978-0-605-02601-8	978-0-375-83230-7			2				
Elementary	Babymouse: Rock Star	Holm, Jennifer L. & Matthew	978-0-605-11100-4	978-0-375-83232-1			1.9				
Elementary	Babymouse: Skater Girl	Holm, Matthew	978-0-605-15657-9	978-0-375-83989-4			2.2				
Elementary	Babymouse: The Musical	Holm, Jennifer L. & Matthew	978-0-605-23187-0	978-0-375-84388-4			2.1				
Elementary	Back to dog-gone school	Schmidt, Amy	9781518121906				Lower Elementary				
Elementary	Back-to-school Fright from the Black Lagoon	Mike Thaler	978-1-59961-961-3				Lower Elementary				
Elementary	Bad Babysitter	Holm, Jennifer L.	978-0-605-85510-6	978-0-307-93162-7			2.3				
Elementary	Bad Bunny	Ariel Factor Birdoff	979-8-89304-260-3				Lower Elementary				
Elementary	Bad Guys in Let the Games Begin!	Aaron Blabey	978-1-5364-8007-8				Upper Elementary				
Elementary	Bad Guys in look who's talking	Blabey, Aaron	9781338892734				Upper Elementary				
Elementary	Bad Guys in Look Who's Talking	Aaron Blabey	978-1-5364-8256-0				Upper Elementary				
Elementary	Bad Guys in one last thing	Blabey, Aaron	9781546111801				Upper Elementary				
Elementary	Bad Guys in One Last Thing	Aaron Blabey	978-1-5364-8949-1				Lower Elementary				Gr 2–5—The
Elementary	Bad Guys in Open Wide and Say Arrrgh!	Aaron Blabey	978-1-5364-7431-2				Lower Elementary				
Elementary	Bad Guys in the Others?!	Aaron Blabey	978-1-5364-7644-6				Upper Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Bad Guys in the serpent and the beast	Blabey, Aaron	9781339056302				Upper Elementary				
Elementary	Bad Guys in the Serpent and the Beast	Aaron Blabey	978-1-5364-8654-4				Lower Elementary				Gr 2–5—The
Elementary	Bad Guys in They're Bee-Hind You!	Aaron Blabey	978-1-5364-7100-7				Lower Elementary				
Elementary	Bad Kitty Goes on Vacation	Nick Bruel	978-1-250-20808-8				Lower Elementary				
Elementary	Bad Kitty goes to the beach	Bruel, Nick	9781250884800				Lower Elementary				
Elementary	Bad Kitty Makes a Movie	Nick Bruel	978-1-250-88478-7				Upper Elementary				
Elementary	Bad Kitty vs the Babysitter	Nick Bruel	978-1-250-76784-4				Lower Elementary				
Elementary	Bakery Dragon And The Fairy Cake	Kurtz, Devin Elle	9780593710999				Lower Elementary				
Elementary	Baking with mi abuelita	Mora, Julissa	9781516069057				Lower Elementary				Gr 1-3
Elementary	Ballerina princess	Lagonegro, Melissa	9781428714427				Lower Elementary				
Elementary	Ballerina Princess	Lagonegro, Melissa	978-0-605-12076-1	978-0-7364-2428-8			1.6				
Elementary	Barbie : a fashion fairytale	Man-Kong, Mary	9780329789800				Lower Elementary				
Elementary	Barbie dreamhouse adventures. Pup on the run	Stephens, Elle	9781725469280				Lower Elementary				
Elementary	Barbie dreamhouse adventures. Sisters save the day!	Depken, Kristen L	9781544431338				Lower Elementary				
Elementary	Barbie dreamhouse adventures. The great cake race!	Depken, Kristen L	9781549040481				Lower Elementary				
Elementary	Barbie dreamhouse adventures. The Mermaid Park mystery.		9781544444772				Lower Elementary				
Elementary	Barbie fairytale collection.		9781549068676				Lower Elementary				
Elementary	Barbie in A mermaid tale	Webster, Christy	9780329758622				Lower Elementary				
Elementary	Barbie princess adventure	Stephens, Elle	9781713724995				Lower Elementary				
Elementary	Barbie, you can be a soccer player	Depken, Kristen L	9781544402390				Lower Elementary				
Elementary	Barbie: A Fashion Fairytale	Man-Kong, Mary	978-0-605-47424-6	978-0-375-86697-5			1.7				
Elementary	Barbie. Big city, big dreams	Webster, Christy	9781713784173				Lower Elementary				
Elementary	Barbie. You can be a doctor	Stephens, Elle	9781713740285				Lower Elementary				
Elementary	Barbie. You can be a musician	Webster, Christy	9781713763642				Lower Elementary				
Elementary	Barn storm	Ghigna, Charles	9780329791117				Lower Elementary				
Elementary	Baseball ballerina	Cristaldi, Kathryn	9780758709073				Lower Elementary	Grades 1-3			Gr 1-3
Elementary	Baseball GOATs	Abdo, Kenny		9781098285630			Upper Elementary				
Elementary	Basketball GOATs	Abdo, Kenny		9781098285647			Upper Elementary				
Elementary	Batman's amazing tales!		9781516069064				Lower Elementary				K-Gr 3
Elementary	Battle For Angel Island Part 1	Ian Flynn	978-1-0982-5290-8				Lower Elementary				
Elementary	Battle For Angel Island Part 2	Ian Flynn	978-1-0982-5291-5				Lower Elementary				
Elementary	Battle For Angel Island Part 3	Ian Flynn	978-1-0982-5292-2				Lower Elementary				
Elementary	Battle For Angel Island Part 4	Ian Flynn	978-1-0982-5293-9				Lower Elementary				
Elementary	Battle of the super-pets	Korte, Steve	9781484672174						Reviews:		
Elementary	Battle of the super-pets [Amazing Adventures Of The DC Super-Pets]	Korte, Steve	9781484672174				Grades: 1-3				
Elementary	Battle with the Britons!	Northfield, Gary	0-7636-7854-6	978-0-7636-7854-8			Upper Elementary	Grades 3-5	Ages 10-12		
Elementary	Batwheels. Here comes Redbird!	Wrecks, Billy	9781516085446				Lower Elementary				PreS-Gr 1
Elementary	Baxter is missing	Elliott, Rebecca	9781098252281				Lower Elementary				
Elementary	Bearded Dragons	Wil Mara	978-1-5157-5070-3				Upper Elementary				
Elementary	Bearded Dragons	Elizabeth Raum	978-1-60753-483-9				Lower Elementary				
Elementary	Bears on wheels	Berenstain, Stan	9781489841223				Lower Elementary				
Elementary	Beauty and the Beast	Lagonegro, Melissa	9781518190278				Lower Elementary				
Elementary	Beauty and the Beast	Lagonegro, Melissa	978-0-605-96455-6	978-0-7364-3594-9			2				
Elementary	Beef stew	Brenner, Barbara	9780758709295				Lower Elementary				
Elementary	Being Baxters	Kingsbury, Karen	9781516087419				Upper Elementary				
Elementary	Belle's Story Collection	Rh Disney	978-0-605-98421-9	978-0-7364-3916-9			2				
Elementary	Best Christmas Ever!	Shaskan, Stephen		978-0-593-70349-6			2.3				
Elementary	Best family ever	Kingsbury, Karen	9781725467057				Upper Elementary	Kirkus Reviews (N	Publishers Weekly (Novemb		
Elementary	Best Mouse Cookie	Numeroff, Laura Joffe	978-0-605-10446-4	978-0-06-113760-0			1.6				
Elementary	Best Party Ever!	Stephen Shaskan	978-0-593-12335-5				Lower Elementary				K-Gr 3—Our
Elementary	Best Party Ever!	Shaskan, Stephen		978-0-593-12334-8			1.8				
Elementary	Better Together	McCullough, Kathy	978-0-8000-4832-7	978-0-7364-4373-9			1				
Elementary	Beyond the grave	Watson, Jude			9780545060448		Upper Elementary				Gr 4-7
Elementary	Big Bully	Brian Smith	978-0-06-323672-1				Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Big cats	Milton, Joyce	9781713760825				Lower Elementary	Grades 1-3			Gr 1-3
Elementary	Big cats	Milton, Joyce	9781713760825				Lower Elementary	Grades 1-3			Gr 1-3
Elementary	Big Cheese	Jory John	978-0-06-332950-8				Lower Elementary		A winning wheel of cheddar		Gr 1-3--In the
Elementary	Big Cheese Presents: Have Yourself a Cheesy Little Christmas	John, Jory	0-06-343786-4	978-0-06-343786-9		978-0-8000-9618-2	Lower Elementary			Ages 4-8	K-Gr 3
Elementary	Big Dog and Little Dog Going for a Walk	Pilkey, Dav	978-0-8000-6636-9	978-0-06-337350-1			1				
Elementary	Big guy took my ball!	Willems, Mo	9781423174912						Reviews: Kirkus Reviews, School Library		
Elementary	Big guy took my ball! (Elephant & Piggie book)	Willems, Mo	9781423174912				Grades: K-3				
Elementary	Big Jim Begins	Dav Pilkey	978-1-5364-8964-4				Upper Elementary		An endearing new character		Gr 2-5--Thoug
Elementary	Big Nate : no harm done!	Peirce, Lincoln	9798881602413				Upper Elementary				
Elementary	Big Nate : no harm done! (Big Nate Graphic Novels)	Peirce, Lincoln	9798881602413				Upper Elementary				
Elementary	Big Shark, Little Shark, and the Christmas tree	Membrino, Anna	9780593807835				Lower Elementary				PreS-Gr 1
Elementary	Big Shark, Little Shark, and the missing teeth	Membrino, Anna	9780593302118				Lower Elementary				PreS-Gr 2
Elementary	Big shot	Kinney, Jeff	9781419749155				Middle School		Ages 7-12		
Elementary	Big Shot	Ramon de Ocampo, Jeff Kinney	978-1-5364-7110-6				Upper Elementary		The wimpy kid tries to throw away his sho		
Elementary	Biografias: personas que han hecho historia Set 4 (History Maker Biographies)		978-1-0982-0437-2				Lower Elementary				
Elementary	Biografias: personas que han hecho historia Set 5 (History Maker Biographies)		978-1-0982-6537-3				Lower Elementary				
Elementary	Biscuit and friends. A day at the aquarium	Capucilli, Alyssa Satin	9781516056750				Lower Elementary	School Library Journal (June 1, 2023) K-Gr 2-A			
Elementary	Biscuit and the great fall day	Capucilli, Alyssa Satin	9798368740560				Lower Elementary	School Library Journal Xpress (August 5, 2022)			
Elementary	Biscuit and the lost teddy bear	Capucilli, Alyssa Satin	9780329813918				Lower Elementary	Horn Book Guide (Fall 2011) After dog Biscuit			
Elementary	Biscuit visits the firehouse	Capucilli, Alyssa Satin	9780063266650				Lower Elementary				
Elementary	Biscuit visits the firehouse	Capucilli, Alyssa Satin	9798368710228				Lower Elementary	School Library Journal (July 1, 2024) PreS-K-A			
Elementary	Biscuit wants to play	Capucilli, Alyssa Satin	9780758789037				Lower Elementary	School Library Jou	Booklist (Nove	Kirkus Reviews (January 1	
Elementary	Biscuit's day at the farm	Capucilli, Alyssa Satin	9780329650605				Lower Elementary	Horn Book Guide (Fall 2007) Biscuit the puppy			
Elementary	Bizarro day!	Wrecks, Billy	9780329961039				Lower Elementary				
Elementary	Black Manta's mind-control machine	Korte, Steven	9781515882572						Reviews:		
Elementary	Black Manta's mind-control machine (Amazing Adventures Of The DC S	Korte, Steven	9781515882572				1-3				
Elementary	BLACKPINK	Suzane Nguyen	979-8-89304-499-7				Upper Elementary				
Elementary	Bloom of the flower dragon	West, Tracey	9781668804391	9781338776881		9781338776874	Upper Elementary				
Elementary	Blue whale vs. mosquito	Pallotta, Jerry	9781516077021			9781339000947	Upper Elementary				
Elementary	Blue's clues & you! Rainy day!	Man-Kong, Mary	9780593431238				Lower Elementary				
Elementary	Bo and the witch	Elliott, Rebecca	9781516093281		9781338880441	9781338880434	Lower Elementary				
Elementary	Boo on the loose	Herman, Gail	9780329966614				Lower Elementary				
Elementary	Book of Rules	Knight, Tom	0-374-31454-3	978-0-374-31454-5		978-0-8000-7853-9	Lower Elementary				
Elementary	Book that almost rhymed	Abed, Omar	9780593406380				Lower Elementary				
Elementary	Boston Red Sox	Anderson, Josh	9781503888432				Upper Elementary				
Elementary	Boston Red Sox	Clarke, David J	9781098290115				Upper Elementary				
Elementary	Brave Batgirl!	Webster, Christy	9781537917177				Lower Elementary				
Elementary	Break the ice! ; Everest saves the day!		9781537987378				Lower Elementary				
Elementary	Bright star	Todd, Brandon	9781516059584				Lower Elementary	School Library Journal (October 1, 2023) K-Gr			
Elementary	British Invasion	Gibbs, Stuart	978-0-605-00150-3	978-1-534-42471-5			6				
Elementary	BTS	Suzane Nguyen	979-8-89304-263-4				Lower Elementary				
Elementary	Bubble gum brain : ready, get mindset... grow!	Cook, Julia	9781725470088				Lower Elementary				
Elementary	Buchanan bandits	Emerson, Marcus	9781098252458				Upper Elementary				
Elementary	Buffalo Fluffalo and Puffalo	Kalb, Bess	9780593810309				Lower Elementary				
Elementary	Bug Trouble!	Behling, Steve	978-0-8000-4847-1	978-0-7364-4363-0			1				
Elementary	Bully B.E.A.N.S.	Cook, Julia	9781725499928				Lower Elementary				
Elementary	Butt or face? Can you tell which end you're looking at?	Lavelle, Kari			9781728271170		Lower Elementary	Preschool-Grade 3	Ages 6-8		
Elementary	Butterbean's cafe. Soccer star!	Huntley, Tex	9781713739951				Lower Elementary				
Elementary	Butterflies on the first day of school	Silvestro, Annie	9781454921196				Lower Elementary		Ages 4-6	Ages 3-up	PreS-Gr 2
Elementary	Butterfly battle!	Carbone, Courtney	9781544402260				Lower Elementary				
Elementary	Butterfly battle!	Carbone, Courtney	9781544402260				Lower Elementary				
Elementary	Caballos Set 2 (Horses)		978-1-0982-0101-2				Lower Elementary				
Elementary	Caboose	Jonker, Travis	9781419765032				Lower Elementary				
Elementary	Call of the sound dragon	West, Tracey	9781725487086	9781338540291		9781338540284	Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Camila la estrella de los videojuegos (Camila the Gaming Star)	Alicia Salazar		978-1-4846-9685-9			Lower Elementary				
Elementary	Camila la estrella del baile (Camila the Dancing Star)	Alicia Salazar		978-1-4846-9683-5			Lower Elementary				
Elementary	Camila la estrella del canto (Camila the Singing Star)	Alicia Salazar		978-1-4846-9686-6			Lower Elementary				
Elementary	Camila la estrella del concurso de talentos (Camila the Talent Show Star)	Alicia Salazar		978-1-4846-9684-2			Lower Elementary				
Elementary	Camiones en acción (Trucks at Work)		979-8-3849-0422-9				Lower Elementary				
Elementary	Camp Babymouse	Holm, Jennifer L.	978-0-605-14446-0	978-0-375-83988-7			2				
Elementary	Camp-out	Lyons, Kelly Starling	9781516054909				Lower Elementary	Booklist (September 15, 2023 (Online)) Grades			
Elementary	Campeones De Rebote!	TÃ¡rraga, Laura	84-272-3732-4	978-84-272-3732-2			Lower Elementary				
Elementary	Camping with Unicorns	Simpson, Dana	978-0-7804-7918-0	978-1-524-85558-1			3.6				
Elementary	Canine crime	Korte, Steve	9781484671962						Reviews:		
Elementary	Canine crime (Amazing Adventures Of The DC Super-Pets)	Korte, Steve	9781484671962				1-3				
Elementary	Canta Conmigo: La Historia de Selena Quintanilla (Sing with Me: The S	Diana Lopez	978-0-593-32330-4				Lower Elementary				
Elementary	Captain Awesome to the rescue!	Kirby, Stan	9780329919870	9781532141997	9781442440906	9781442435612	Lower Elementary		Ages 5-8	Ages 5-7	Gr 1-3
Elementary	Captain Bling's Christmas plunder	Colby, Rebecca	978-0-8075-1063-6				Lower Elementary				
Elementary	Captain underpants and the big, bad battle of the bionic booger boy, part	Pilkey, Dav	9781338864342				Upper Elementary				
Elementary	Captain Underpants: The First Epic Manga	Pilkey, Dav and Motojiro	1-546-15121-4	978-1-546-15121-0		978-0-8479-0323-8	Upper Elementary				
Elementary	Carpincho	Gillespie, Katie		9781489682376			Lower Elementary				
Elementary	Cars Christmas	Lagonegro, Melissa	978-0-605-26039-9	978-0-7364-2611-4			1.6				
Elementary	Cartoonists Club	Scott McCloud, Raina Telgemeier	978-1-338-77722-2				Upper Elementary	Grades 3-7 *Starred	A small group	Eager to mal	Gr 5 Up-A po
Elementary	Casas de animales (Animal Homes)		978-1-0982-0059-6				Lower Elementary				
Elementary	Case files	Green, John Patrick	9781250223227				Upper Elementary				
Elementary	Case Files	Steve Behling, John Patrick Green	978-1-250-22322-7				Lower Elementary				
Elementary	Cash splash	Avatar, Ari	9781516093298				Upper Elementary				
Elementary	Cat Kid Comic Club	Pilkey, Dav	1-33871-276-4	978-1-33871-276-6			Upper Elementary		Crime takes a back seat to craft in Cat Kid'		
Elementary	Cat Kid comic club. On Purpose	Pilkey, Dav	1-33880-194-5	978-1-33880-194-1							
Elementary	Cat Kid comic Club. Perspectives	Pilkey, Dav	1-33878-485-4	978-1-33878-485-5			Upper elementary				
Elementary	Cat Ninja. 6,The heart of a hero	Cody, Matthew	9798368736402		9781524888794	9781524888787	Upper Elementary				
Elementary	Cat on the run in cucumber madness!	Blabey, Aaron	9781339000923				Upper Elementary				
Elementary	Cat on the run in cucumber madness!	Blabey, Aaron	9781516093304			9781339000923	Upper Elementary		Ages 7-12		Gr 3-5
Elementary	Cave of Kryptonite	Korte, Steven	9781515871767						Reviews:		
Elementary	Cave of Kryptonite (Amazing Adventures Of The DC Super-Pets)	Korte, Steven	9781515871767				1-3				
Elementary	Cave of the Crystal dragon	West, Tracey	9781516077038		9781339022383	9781339022376	Lower Elementary				
Elementary	Charge of the Lightning Bugs	Troy Cummings	978-1-5321-4279-6				Lower Elementary				
Elementary	Charlotte the ballerina : the true story of a girl who made nutcracker hist	Nebres, Charlotte	9781516069088				Lower Elementary				
Elementary	Chase is on the case!		9781489842190				Lower Elementary				
Elementary	Check out the library weenies : and other warped and creepy tales	Lubar, David	9781725453968				Upper Elementary	Kirkus Reviews (August 15, 2018) Beware, the			
Elementary	Chester Raccoon and the acorn full of memories	Penn, Audrey	9781933718293				Lower Elementary				K-Gr 3
Elementary	Chester Raccoon and the almost perfect sleepover	Penn, Audrey	9781939100115				Lower Elementary		Ages 4-7	Ages 3-7	PreS-Gr 1
Elementary	Chester Raccoon and the big bad bully	Penn, Audrey	9781933718156				Lower Elementary		Ages 4-7		K-Gr 2
Elementary	Chester the brave	Penn, Audrey	9781933718798				Lower Elementary			Ages 3-8	
Elementary	Chill of the ice dragon	West, Tracey	9781549002380	9781338169874		9781338169867	Lower Elementary				
Elementary	Christianity : signs, symbols, and stories (Religious Signs, Symbols, And	Senker, Cath	1-43583-037-7	978-1-43583-037-0			Upper elementary				
Elementary	City of the Dead	Ponti, James	1-665-91158-1	978-1-665-91158-0		978-0-8000-5390-1	Upper Elementary				
Elementary	City of wishes	Soontornvat, Christina	97,815,160,770,529,700,000,000,000		9781338759198	9781546150893	Upper Elementary				
Elementary	Clark the Shark Loves Christmas	Hale, Bruce	978-0-605-95157-0	978-0-06-237452-3			3				
Elementary	Clark the Shark Takes Heart	Hale, Bruce	978-0-605-85184-9	978-0-06-219227-1			2.6				
Elementary	Class Action	John Patrick Green	978-1-250-84990-8				Upper Elementary				
Elementary	Classes are CANCELED!	Chabert, Jack	9781338181838				Lower Elementary				
Elementary	Claudie finds her talent	Alston, Bria	9781516085392				Lower Elementary				Gr 1-3
Elementary	Click, Clack, Boo!: A Tricky Treat	Cronin, Doreen	978-0-7804-1844-8	978-1-534-41379-5			2.5				
Elementary	Click, Clack, Ho! Ho! Ho!	Cronin, Doreen	978-0-605-90409-5	978-1-442-49673-6			1.1				
Elementary	Click, Clack, Moo: Cows That Type	Cronin, Doreen	978-0-7804-3673-2	978-1-442-43370-0			2.3				
Elementary	Click, Clack, Peep!	Cronin, Doreen	978-0-7804-4514-7	978-1-534-41385-6			1.4				
Elementary	Click, Clack, Peep!	Cronin, Doreen	978-0-605-85693-6	978-1-481-42411-0			1.4				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Click, Clack, Quack to School	Cronin, Doreen	978-0-7804-1750-2	978-1-534-41449-5			2.7				
Elementary	Click, Clack, Quackity-Quack: An Alphabetical Adventure	Cronin, Doreen	978-0-605-02075-7	978-0-689-87715-5			2				
Elementary	Click, Clack, Splish, Splash: A Counting Adventure	Cronin, Doreen	978-0-605-05608-4	978-0-689-87716-2			1				
Elementary	Click, Clack, Surprise!	Cronin, Doreen	978-0-605-95766-4	978-1-481-47031-5			2.4				
Elementary	Coco. Miguel's music	Rivera, Liz	9781537987545				Lower Elementary				
Elementary	Computer Teacher From The Black Lagoon	Mike Thaler	978-1-59961-955-2				Lower Elementary				
Elementary	Contrarios (Opposites)		978-1-5321-8730-8				Lower Elementary				
Elementary	Cooking with the Birthday Bird	Armand, Glenda	9780593569153				Lower Elementary				PreS-K
Elementary	Cool Bean	Jory John	978-0-06-295452-7				Lower Elementary		A supposed “has-bean” show		PreS-Gr 2—A
Elementary	Coolest Club Ever!	Shaskan, Stephen		978-0-593-81451-2			2.2				
Elementary	Coral reefs in danger	Brooke, Samantha	9781713760832				Lower Elementary				
Elementary	Corduroy makes a cake	Inches, Alison	9781713765325				Lower Elementary				
Elementary	Corduroy writes a letter	Inches, Alison	9781713765332				Lower Elementary				
Elementary	Corduroy's garden	Inches, Alison	9781713760849				Lower Elementary				
Elementary	Corduroy's hike	Inches, Alison	9781713760856				Lower Elementary				
Elementary	Cozy home : three-and-a-half stories	Dyckman, Ame	9781665930420				Lower Elementary				
Elementary	Crack in the code!	Eliopulos, Nick	9780593372982				Lower Elementary				
Elementary	Crack in the code!	Eliopulos, Nick	9780593372982				Lower Elementary				
Elementary	Crankenstein	Samantha Berger	978-0-316-12656-4				Lower Elementary			Berger's (Ma	K-Gr 2-The bo
Elementary	Cranky Pug	Blabey, Aaron	9781546122692				Lower Elementary				
Elementary	Crayons Give Thanks	Drew Daywalt	978-0-593-69057-4				Lower Elementary		A few familiar friends explo		PreS-Gr 1--Th
Elementary	Crayons Give Thanks	Daywalt, Drew and Jeffers, Oliver	978-0-8000-9906-0	978-0-593-69057-4			1.8				
Elementary	Crayons Go Back to School	Drew Daywalt	978-0-593-62111-0				Lower Elementary		The Crayons head back to c		PreS-Gr 2–As
Elementary	Crayons Go Back to School	Daywalt, Drew	978-0-8000-9903-9	978-0-593-62111-0			1.5				
Elementary	Crayons Love Our Planet	Drew Daywalt	978-0-593-62108-0				Lower Elementary		Daywalt and Jeffers’ wildly		PreS-Gr 2--Th
Elementary	Crayons Love Our Planet	Daywalt, Drew	978-0-8000-9907-7	978-0-593-62108-0			1.6				
Elementary	Crayons Trick or Treat	Drew Daywalt	978-0-593-62102-8				Lower Elementary		The Crayons re	Costumes? (	PreS-Gr 1--Ju
Elementary	Crayons Trick or Treat	Daywalt, Drew	978-0-8000-3318-7	978-0-593-62102-8			1.3				
Elementary	Crayons' Christmas	Daywalt, Drew		978-0-525-51574-6			3.4				
Elementary	Creepy Sheepy	Cummins, Lucy Ruth	9780593693896						Reviews: Kirkus Reviews, School Library		
Elementary	Crias de animales Set 2 (Baby Animals)		978-1-5321-8716-2				Lower Elementary				
Elementary	Crunch	Miller, Kayla	9781668888735		9780358414216	9780358393689	Upper Elementary				Gr 3-Up
Elementary	Curse of the shadow dragon	West, Tracey	9781668875438		9781338776959	9781338776942	Lower Elementary				
Elementary	Curveball	Cartaya, Pablo	9781516087020		9781368090094	9781368089265	Upper Elementary	Grades 3-7		Ages 8-12	Gr 5-7
Elementary	Danger in the deep	Korte, Steve	9781484672037						Reviews:		
Elementary	Danger in the deep (Amazing Adventures Of The DC Super-Pets)	Korte, Steve	9781484672037				1-3				
Elementary	Danger on the Botsburg Express	Bolts, Russ	9781713790266				Lower Elementary				
Elementary	Dare to Be Scared!	Stephen Shaskan	978-0-593-48129-5				Lower Elementary				
Elementary	Dare to Be Scared!	Shaskan, Stephen		978-0-593-48128-8			1.9				
Elementary	Dark Passage	Ridley Pearson	978-1-368-04630-5				6-8				
Elementary	David and the giant	Little, Emily	9780758710901				Lower Elementary				PreS-Gr 2
Elementary	Dawn of the light dragon	West, Tracey	9781668893708		9781338776980	9781338776973	Lower Elementary				
Elementary	Day the books disappeared	Ho, Joanna	9781368110655				Lower Elementary				
Elementary	Day the Books Disappeared	Caroline Kusin Pritchard, Joanna H	978-1-368-11065-5								
Elementary	Day the Crayons Came Home	Daywalt, Drew	978-0-605-88461-8	978-0-399-17275-5			3.3				
Elementary	Day the crayons made friends	Daywalt, Drew	9780593622360				Lower Elementary				
Elementary	Day the Crayons Made Friends	Daywalt, Drew	978-0-8000-9908-4	978-0-593-62236-0			2				
Elementary	Day the Crayons Quit	Daywalt, Drew	978-0-605-71166-2	978-0-399-25537-3			3.8				
Elementary	DC League of Super-pets	Lewman, David	9781668810927				Lower Elementary				
Elementary	Deception on the set	Dixon, Franklin W	9781518158643				Upper Elementary	Horn Book Guide (Fall 2015) Disaster hits the s			
Elementary	Deep End	Ramon de Ocampo, Jeff Kinney	978-1-5364-6612-6								
Elementary	Defending the Swamp Dragon	West, Tracey	9798318914515		9798225003302	9798225003296	Lower Elementary				
Elementary	Demon dentist	Walliams, David	1-71374-261-6 (0-06	978-1-71374-261-6 (978-0-06-304524-8)			Upper Elementary	Grades 3-6	Ages 9-11	Ages 8-12	Gr 4-6
Elementary	Dia de Muertos numeros = A Day of the Dead counting book	Tonatiuh, Duncan	1-41976-446-2	978-1-41976-446-2			Lower Elementary	Preschool-Kinderga	Ages 2-6	Ages 3-5	PreS-Gr 1

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Diary of a 6th grade ninja	Emerson, Marcus	9781098252403				Upper Elementary				
Elementary	Diary of a bee	Sekaninova, Stepanka	9788000074467				Lower Elementary	School Library Journal Xpress (February 28, 20			
Elementary	Diary of a Minecraft creeper. Book 1,Creeper life	Pixel Kid	9781725459595				Upper Elementary				
Elementary	Diary of a Minecraft creeper. Book 2,Silent but deadly	Pixel Kid	9781725459601				Upper Elementary				
Elementary	Diary of a Minecraft creeper. Book 3,Attack of the barking spider	Pixel Kid	9781725459618				Upper Elementary				
Elementary	Diary of a Minecraft wolf. 1,Player attack	Wolf, Winston	9798368704388				Upper Elementary				
Elementary	Diary of a Minecraft wolf. 1,Player attack	Wolf, Winston	9798368704388				Upper Elementary				
Elementary	Diary of a Minecraft wolf. 2,Underwater heist	Wolf, Winston	9798368704395				Upper Elementary				
Elementary	Diary of a Minecraft wolf. 2,Underwater heist	Wolf, Winston	9798368704395				Upper Elementary				
Elementary	Diary of a Minecraft wolf. 3,Nether ghost	Wolf, Winston	9781516093564				Upper Elementary				
Elementary	Diary of a Minecraft wolf. 3,Nether ghost	Wolf, Winston	9781516093564				Upper Elementary				
Elementary	Diary of a Minecraft zombie. Book 11,Insides out	Zombie, Zack	9781549097690				Upper Elementary				
Elementary	Diary of a Minecraft zombie. Book 12,Pixelmon gone!	Zombie, Zack	9781549097706				Upper Elementary				
Elementary	Diary of a Minecraft zombie. Book 18,In too deep	Zombie, Zack	9781725467613				Upper Elementary				
Elementary	Diary of a Minecraft zombie. Book 2,Bullies and buddies	Zombie, Zack	9781549097607				Upper Elementary				
Elementary	Diary of a Minecraft zombie. Book 3,When nature calls	Zombie, Zack	9781549097614				Upper Elementary				
Elementary	Diary of a Minecraft zombie. Book 4,Zombie swap	Zombie, Zack	9781549097621				Upper Elementary				
Elementary	Diary of a nature nerd	Everett, Tiffany	9781546110149				Upper Elementary	School Library Jou	Booklist (Septe	Kirkus Reviews (June 15, 2	
Elementary	Diary of a wimpy kid : the meltdown	Kinney, Jeff	9781419727436				Middle School				
Elementary	Diary Of A Wimpy Kid: Partypooper	Kinney, Jeff	9781419782695				Upper Elementary				
Elementary	Diary of an 8-bit warrior graphic novel. 1,An OP alliance	Sourcil, Pirate	9781713747161				Upper Elementary				
Elementary	Diary of an 8-Bit Warrior: Shadow over Aetheria	Cube Kid, Cube	1524892483, 080009	9781524892487, 9780800098629			Upper Elementary (4-7)				
Elementary	Dientes sonrientes (Terrific Teeth)		979-8-3849-0415-1				Lower Elementary				
Elementary	Digging for Words: Jose Alberto Gutierrez and the Library He Built	Angela Burke Kunkel	978-1-9848-9264-5								
Elementary	Dinosaur babies	Penner, Lucille Recht	9780758711076				Lower Elementary	Ages 4-6			PreS-Gr 2
Elementary	Diper Overlode	Ramon de Ocampo, Jeff Kinney	978-1-5364-7631-6								
Elementary	Disney After Dark	Ridley Pearson	978-1-368-04625-1								
Elementary	Disney at Dawn	Ridley Pearson	978-1-368-04626-8								
Elementary	Disney in Shadow	Ridley Pearson	978-1-368-04627-5								
Elementary	Dog Man	Dav Pilkey	978-1-4844-9091-4								
Elementary	Dog Man: Big Jim Believes	Pilkey, Dav	9781546176183				Upper Elementary				
Elementary	Dog Man. Big Jim believes	Pilkey, Dav	9798368789484				Upper Elementary				
Elementary	Dogtown	Applegate, Katherine	9781516099597		9781250811608	9781250811622	Upper Elementary	Grades 3-6	Ages 8-12	Ages 8-12	Gr 4-6
Elementary	Dogtown	Applegate, Katherine and Choldenk	978-0-8000-7056-4	978-1-250-81162-2			4.3				
Elementary	Don Caballito de Mar (Colección Eric Carle)	Eric Carle	8448862961	978-8448862961			Lower Elementary				
Elementary	Don't call me Bear!	Blabey, Aaron	9781338360028				Lower Elementary				
Elementary	Don't Let the Pigeon Drive the Sleigh!	Mo Willems	978-1-4549-5277-0								
Elementary	Don't Let the Pigeon Stay Up Late!	Mo Willems	978-0-7868-3746-5								
Elementary	Don't lose Mr. Cuddles : (life lessons from Chip the dog)	Petty, Dev	9780593900758				Lower Elementary				
Elementary	Don't trust cats : life lessons from Chip the dog	Petty, Dev	9780593706794				Lower Elementary	School Library Jou	Kirkus Reviews (November		
Elementary	Dona Quixote. Rise of the knight	Terciero, Rey	9781516099641		9781250795472	9781250795526	Upper Elementary	Grades 3-7	Ages 8-12	Ages 8-12	Gr 4-8
Elementary	Doom with a View!	McKeever, Sean	1-599-61208-9	978-1-599-61208-9			Upper Elementary				
Elementary	Dormire la Siesta! (I'll Take a Nap!)	Mo Willems	978-1-368-07163-5								
Elementary	Dot	Reynolds, Peter H.	9780763619619						Reviews: Kirkus Reviews, School Library		
Elementary	Dot Cover Stories 12 Plush	(Title Entry)	9781579825355						Reviews:		
Elementary	Dot the ladybug : the missing dot	George, K.	9780063137509				Lower Elementary				
Elementary	Dot! scribble! go!	Tullet, Herve	9781797232584				Lower Elementary				
Elementary	Double down	Kinney, Jeff	9781419741975				Middle School	Grades 4-7			
Elementary	Double Down	Jeff Kinney	978-1-4844-9801-9								
Elementary	Double the dinosaurs	Murray, Diana	9780525648710				Lower Elementary				
Elementary	Double Trouble Puzzle	Patterson, James and Graff, Keir	0-316-41263-5	978-0-316-41263-6		978-0-8479-0375-7	Upper Elementary				
Elementary	Dragon pet	Avatar, Ari	9781668875988				Upper Elementary				
Elementary	Dragons Love Tacos	Adam Rubin, Adam Rubin	978-0-8037-3680-1								
Elementary	Dream	O'Connor, Barbara	9780374392949				Upper Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Dream on	Hale, Shannon	9781250843067				Upper Elementary				
Elementary	Dreaming of a Quinceanera	Yamile Saied Mendez	978-1-338-89495-0								
Elementary	Driving school	Cena, John	9780593182086				Lower Elementary				
Elementary	Drop : an adventure through the water cycle	Moon, Emily Kate	9780803741447				Lower Elementary	Kirkus Reviews (Ja	Publishers Weekly (Februar		
Elementary	Duck for President	Cronin, Doreen		978-0-689-86377-6			3.9				
Elementary	Duckie & Snaps : we cannot be friends	Dyckman, Ame	9781338837872				Lower Elementary				
Elementary	Dungeons & detectives	Dixon, Franklin W	9781544437040				Upper Elementary				
Elementary	Dwayne Johnson	Kenny Abdo		978-1-5321-2544-7			4-12				
Elementary	El amigo magico de iris	Elliott, Rebecca	1-338-67008-5	978-1-338-67008-0		978-0-7804-9891-4	Lower Elementary				
Elementary	El ataque del Hombre Mosca de 15 metros	Arnold, Tedd	9781544459042				Lower Elementary				
Elementary	El Club de las Baby-sitters. 10,Los nuevos vecinos de Kristy	Chau, Chan	9798368714875			9788419638021	Upper Elementary				
Elementary	El Club de las Baby-sitters. 11,Adios, Stacey, adios	Epstein, Gabriela	9798368755250			9788419638601	Upper Elementary				
Elementary	El Club de las Baby-sitters. 11,Adios, Stacey, adios	Epstein, Gabriela	9798368755250			9788419638601	Upper Elementary				
Elementary	El Club de las Baby-sitters. 12,El lenguaje secreto de Jessi	Chau, Chan	9798368753560			9788410260313	Upper Elementary				
Elementary	El Club de las Baby-sitters. 13,Que mala suerte, Mary Anne!	Cheng, Cynthia Yuan	9798318913655			9788410260634	Upper Elementary				
Elementary	El Club de las Baby-sitters. 9,El desengano de Claudia	Epstein, Gabriela	9781516081738			9788419110800	Upper Elementary				
Elementary	El club de los Gatitos de Karen	Martin, Ann M.	1-338-78969-4	978-1-338-78969-0		978-0-8000-1083-6	Lower Elementary				
Elementary	El Lapicero Malefico	Reynolds, Aaron	84-914561-7-1	978-84-914561-7-9			Lower Elementary				
Elementary	El mundo de los seres mitológicos (World of Mythical Beings)		979-8-3849-0212-6				Lower Elementary				
Elementary	El peor dia de Karen	Martin, Ann M.	1-338-76753-4	978-1-338-76753-7		978-0-8000-1025-6	Lower Elementary				
Elementary	El Pollo / Chicken (Ciclos De LA Vida De... / Life Cycle of a...) (Spanish	Angela Royston	1403430179	978-1403430175			Lower Elementary				
Elementary	El principe Hombre Mosca	Arnold, Tedd	9781549002434				Lower Elementary				
Elementary	Elbow Grease. Get out and play	Cena, John	9780525577591				Lower Elementary				
Elementary	Elbow Grease. Mi familia de camiones monstruo	Cena, John	9780593302231				Lower Elementary				
Elementary	Elbow Grease. Teamwork wins!	Cena, John	9780593182055				Lower Elementary				
Elementary	Elephants cannot dance!	Willems, Mo	9781423114109						Reviews: The Hornbook,		
Elementary	Elephants cannot dance! (Elephant & Piggie book)	Willems, Mo	9781423114109				K-3				
Elementary	Ellie Finds Her Voice	Barkley, Callie	1-665-96363-8	978-1-665-96363-3		978-0-8000-9757-8	Upper Elementary				
Elementary	Elmore And The Big Christmas Rescue	Petty, Dev	9780593518052				Lower Elementary				
Elementary	Elmore the Christmas moose	Petty, Dev	9780593487167				Lower Elementary				
Elementary	Elvis & Romeo	Davis, Jacky	9781665948067				Lower Elementary				
Elementary	Emily, The Baby Sea Turtle	Ann Wyckoff Carlos	1496942396	978-1496942395			Lower Elementary				
Elementary	End of Orson Eerie?	Chabert, Jack	9781338318579				Lower Elementary				
Elementary	Endangered butterflies	Kalman, Bobbie	9781668870402			9780778719168	Upper Elementary				Gr 3-5
Elementary	Endangered chimpanzees	Kalman, Bobbie	9781668870419			9780778719052	Upper Elementary				Gr 3-5
Elementary	Endangered frogs	Aloian, Molly	9781668870433			9780778719182	Upper Elementary				Gr 3-5
Elementary	Endangered Komodo dragons	Kalman, Bobbie	9781668870440			9780778719038	Upper Elementary				Gr 3-5
Elementary	Endangered leopards	Kalman, Bobbie	9781668870457			9780778719021	Upper Elementary				
Elementary	Endangered manatees	Kalman, Bobbie	9781668870464			9780778719144	Upper Elementary				
Elementary	Endangered mountain gorillas	Kalman, Bobbie	9781668870471	9780778718550		9780778719014	Upper Elementary				Gr 3-5
Elementary	Endangered pandas	Crossingham, John	9781668870488				Upper Elementary				Gr 3-5
Elementary	Endangered rhinoceros	Kalman, Bobbie	9781415519608			9780778718987	Upper Elementary				
Elementary	Endangered sea turtles	Kalman, Bobbie	9781415519615			9780778718994	Upper Elementary				
Elementary	Endangered wolves	Kalman, Bobbie	9781668870495			9780778719007	Upper Elementary				Gr 3-5
Elementary	Enforcers!	Dezago, Todd	1-599-61019-1	978-1-599-61019-1			Upper Elementary				
Elementary	Erno Rubik and His Magic Cube	Kerry Aradhya	978-1-68263-664-0								
Elementary	Erno Rubik and his magic cube (with TX Bluebonnet Logo)	Aradhya, Kerry	9781682636640						Reviews: Kirkus Reviews, Booklist, The H		
Elementary	Escape to the mesa	Hinojosa, Stacy	9781713712206				Upper Elementary				
Elementary	Eso no es gracioso, David!	Shannon, David	9781546198406				Lower Elementary				
Elementary	esta es mi familia (This is My Family)		978-1-0982-6056-9				Lower Elementary				
Elementary	Estas Lista para Jugar Afuera? (Are You Ready to Play Outside?)	Mo Willems	978-1-368-02133-3								
Elementary	Este Momento Es Especial / This Moment Is Special	Adriana Dominguez, John Parra	978-1-6659-8106-4								
Elementary	Eva and Baby Mo	Elliott, Rebecca	9781098252328				Lower Elementary				
Elementary	Eva and the lost pony	Elliott, Rebecca	9781098252304				Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Eva and the new owl	Elliott, Rebecca	9781098252267				Lower Elementary				
Elementary	Eva and the new teacher	Elliott, Rebecca	9781546127086				Lower Elementary				
Elementary	Eva and the new teacher	Elliot, Rebecca	9798368783529		9781546127086	9781546127079	Lower Elementary				
Elementary	Eva and the New Teacher	Rebecca Elliott	978-1-5461-2708-6								
Elementary	Eva at the beach	Elliott, Rebecca	9781098252366				Lower Elementary				
Elementary	Eva in the spotlight	Elliott, Rebecca	9781098252359				Lower Elementary				
Elementary	Eva sees a ghost	Elliott, Rebecca	9781098252243				Lower Elementary				Gr 1-3
Elementary	Eva's big sleepover	Elliott, Rebecca	9781098252311				Lower Elementary				
Elementary	Eva's campfire adventure	Elliott, Rebecca	9781098252342				Lower Elementary				
Elementary	Eva's new pet	Elliott, Rebecca	9781098252373				Lower Elementary				
Elementary	Eva's treetop festival	Elliott, Rebecca	9781098252236				Lower Elementary		Ages 5-8	Ages 5-7	Gr 1-3
Elementary	Everything's wrong! : a bear, a hare, and trouble everywhere	John, Jory	9780374392147				Lower Elementary				
Elementary	Evil Spy School	Gibbs, Stuart	978-0-605-93573-0	978-1-442-49490-9			5.4				
Elementary	Except Antarctica!	Sturgell, Todd	9781728233260				Lower Elementary				
Elementary	Excursiones con la escuela (Field Trips)		978-1-0982-0409-9				Lower Elementary				
Elementary	Expedition on the tundra	Hinojosa, Stacy	9780062960757				Upper Elementary				
Elementary	Extreme Babymouse	Holm, Jennifer L. & Matthew	978-0-605-58561-4	978-0-307-93160-3			2.3				
Elementary	Eye of the earthquake dragon	West, Tracey	9781725417878			9781338263718	Lower Elementary				
Elementary	Family Harmony	Random House	978-0-8000-4804-4	978-0-593-70279-6			2				
Elementary	Farm Feud	Brian "Smitty" Smith	978-0-06-298126-4								
Elementary	Festivales del mundo (World Festivals)		978-1-0982-6764-3				Lower Elementary				
Elementary	Field day!	Ransom, Candice F	9780593643686				Lower Elementary				K-Gr 1
Elementary	Fiestas Set 2 (Holidays)		978-1-5321-8723-0				Lower Elementary				
Elementary	Finally seen	Yang, Kelly	9781534488335				Upper Elementary				
Elementary	Finally seen	Yang, Kelly	9781516087532		9781534488335	9781534488342	Upper Elementary	Grades 4-7	Ages 8-12	Ages 8-12	Gr 3-7
Elementary	Finding home	Kingsbury, Karen	9781713747260				Upper Elementary				
Elementary	Finding Home	Katie Longua, Jana Tropper	978-1-5248-8876-3								
Elementary	Finding Narnia : the story of C.S. Lewis and his brother	McAlister, Caroline	9781626726581				Lower Elementary	School Library Jou	Booklist (Octo	Kirkus Reviews starred (Se	
Elementary	Five Enchanting Tales	RH Disney	978-0-605-94314-8	978-0-7364-3518-5			2				
Elementary	Fix-It Familia	Lucky Diaz	978-0-06-335961-1								
Elementary	Flamingos are pretty funky : a (not so) serious guide	Cushman, Abi	9780063234444				Lower Elementary				
Elementary	Flat Cat	Lazar, Tara	9780593404577				Lower Elementary				
Elementary	Flat Cat : the class pet	Lazar, Tara	9780593404607				Lower Elementary				
Elementary	Flight of the moon dragon	West, Tracey	9781518178832	9780545913942		9780545913928	Lower Elementary				
Elementary	Fluffy McWhiskers : Crunchazaur kaboom (Fluffy McWhiskers)	Martin, Stephen W.	9781665956123				Lower Elementary				
Elementary	Fluffy McWhiskers cuteness explosion (Fluffy McWhiskers)	Martin, Stephen W.	9781534441453				Lower Elementary				
Elementary	Fly Guy and Fly Girl: Night Fright	Tedd Arnold	978-1-338-54921-8								
Elementary	Fly Guy presents. Dogs	Arnold, Tedd	9781338681802				Lower Elementary				Gr 1-4
Elementary	Food for thought	Iwai, Melissa	9798368744513				Lower Elementary	School Library Jou	Kirkus Reviews (July 15, 20		
Elementary	Football GOATs	Abdo, Kenny		9781098285654			Upper Elementary				
Elementary	Forest frights	Lerner, Jarrett	9781665922128				Lower Elementary				
Elementary	Forest Frights	Jarrett Lerner	978-1-6659-2212-8								
Elementary	Forest of secrets	Hunter, Erin	9781489864123			9780062366986	Middle School	Grades 6-9			Gr 5-Up
Elementary	Forget me Nat	Scrivan, Maria	9781544451206		9781338538250	9781338538243	Upper Elementary	Grades 3-6			
Elementary	Fortress of the Stone Dragon	West, Tracey	9781544452562		9781338540321	9781338540314	Lower Elementary				
Elementary	Fox has a problem	Tabor, Corey R	9781516054916		9780063277915	9780063277922	Lower Elementary	Preschool-Grade 2	Ages 3-6		PreS-Gr 1
Elementary	Fox versus fox	Tabor, Corey R.	9780063277939				Lower Elementary				
Elementary	Fox versus winter	Tabor, Corey R.	9780062977052				Lower Elementary				
Elementary	French bulldogs	Hansen, Grace		9781680805161			Lower Elementary				
Elementary	Friday - the Total Ice Cream Meltdown	Lazar, Ralph	1-338-77051-9	978-1-338-77051-3		978-0-8000-2254-9	Upper Elementary				
Elementary	Friday the 13th from the Black Lagoon	Mike Thaler	978-1-61479-604-6								
Elementary	Friends Fur-Ever	Jana Tropper	978-1-5248-7937-2								
Elementary	Froggy's Halloween	London, Jonathan	9780670884490				Lower Elementary				
Elementary	From badger to worse	Green, John Patrick	9781250852397				Upper Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Fuera, Hombre Mosca!	Arnold, Tedd	9781516093373				Lower Elementary				
Elementary	Future of the time dragon	West, Tracey	9781725460898			9781338540253	Lower Elementary				
Elementary	G.O.A.T. Delanteros de futbol (G.O.A.T. Soccer Strikers)	Alexander Lowe		979-8-7656-4395-2			4-12				
Elementary	G.O.A.T. en el atletismo: Usain Bolt, Jackie Joyner-Kersee y mas	Joe Levit		979-8-7656-2402-9			4-12				
Elementary	G.O.A.T. en el boxeo: Muhammad Ali, Manny Pacquiao y mas	Jon M. Fishman		979-8-7656-2397-8			4-12				
Elementary	G.O.A.T. en la lucha libre profesional: Hulk Hogan, Dwayne "La Roca"	Joe Levit		979-8-7656-2400-5			4-12				
Elementary	G.O.A.T. Lanzadores de beisbol (G.O.A.T. Baseball Pitchers)	Alexander Lowe		979-8-7656-4398-3			4-12				
Elementary	G.O.A.T. Porteros de futbol (G.O.A.T. Soccer Goalkeepers)	Alexander Lowe		979-8-7656-4396-9			4-12				
Elementary	Galactic Unicorn	Simpson, Dana	978-0-8000-9869-8	979-88-8160-244-4			5				
Elementary	Geeger the Robot Goes to School	Lerner, Jarrett	1-534-45216-8	978-1-534-45216-9		978-0-8000-0829-1	Lower Elementary				
Elementary	Get well, Eva	Elliott, Rebecca	9781098252380				Lower Elementary				
Elementary	Get well, pug	May, Kyla	9798368748054		9781338877670	9781338877663	Lower Elementary				K-Gr 3
Elementary	Getaway	Jeff Kinney	978-1-5364-2699-1								
Elementary	Ghost Hunt! (Disney Frozen)	Lagonegro, Melissa	978-0-7804-1674-1	978-0-7364-3920-6			1.1				
Elementary	Ghost Hunting	Ellis M. Reed	978-1-5435-4154-0								
Elementary	Ghosts Don't Ride Bikes, Do They?	Andres Miedoso	978-1-5321-4980-1								
Elementary	Ghosts of the White House	Tammy Gagne	978-1-5435-4150-2								
Elementary	Giant Squid	Fleming, Candace	1-596-43599-2	978-1-596-43599-5		978-0-605-95641-4	Lower Elementary				
Elementary	Gift of words	Reynolds, Peter H.	9781339000343				Lower Elementary				
Elementary	Giggle, Giggle, Quack	Cronin, Doreen	978-0-605-30681-3	978-0-689-84506-2			2.3				
Elementary	Girl detective	Spratt, R. A	9781549026737				Upper Elementary	School Library Jou	Booklist starre	Kirkus Reviews (October 1	
Elementary	Go and get with Rex	LaRochelle, David	9781536222067				Lower Elementary				
Elementary	Go, Go, Go!	Lagonegro, Melissa	978-0-605-48864-9	978-0-7364-2765-4			0.9				
Elementary	Go, go, tractors!	Ransom, Candice F	9781984852557				Lower Elementary				
Elementary	Good boy	Hirsch, Andy	9781250291967				Lower Elementary				
Elementary	Good Egg	Jory John	978-0-06-286600-4								
Elementary	Good Night, Sleep Tight	Natalie Engel, Rob Scotton	978-0-06-197856-2								
Elementary	Goodnight Moon Cover Stories 12 Plush	(Title Entry)	9781579825362						Reviews:		
Elementary	Goodnight, Crayons	Daywalt, Drew	978-0-8000-9901-5	978-0-593-69481-7			2				
Elementary	Goom Got Game!	Parker, Jeff	1-599-61209-7	978-1-599-61209-6			Upper Elementary				
Elementary	Gotta Find Gramps	Brian Smith	978-0-06-323669-1								
Elementary	Great Eggscape!	Jory John	978-0-06-297567-6								
Elementary	Greatest in the world!	Clanton, Ben	9781534493186				Lower Elementary				
Elementary	Green Is for Christmas	Daywalt, Drew	978-0-8000-9905-3	978-0-593-35338-7			1.2				
Elementary	Greenlight	Carzoo, Breanna	0-06-305406-X	978-0-06-305406-6			Lower Elementary		Ages 5-8	Ages 4-8;	PreS-Gr 3
Elementary	Grief is like a snowflake	Cook, Julia	9781518174773				Upper Elementary				
Elementary	Growing home	Ferry, Beth	9781665942485				Lower Elementary				
Elementary	Guarding the invisible dragons	West, Tracey	9781668837368		9781338776911	9781338776904	Lower Elementary				Gr 2-4
Elementary	Habitats de animales (Animal Habitats)		978-1-0982-6063-7				Lower Elementary				
Elementary	Hall monitors are fired!	Chabert, Jack	9781338181913				Lower Elementary				
Elementary	Hap-pea Easter	Baker, Keith	9781665940245				Lower Elementary				
Elementary	Hap-pea Halloween	Baker, Keith	9781665940269				Lower Elementary				
Elementary	Hap-pea Valentine's Day!	Baker, Keith	9781665940221				Lower Elementary				
Elementary	Happy Birthday, Babymouse	Holm, Jennifer L.	978-0-605-71744-2	978-0-307-93161-0			2.4				
Elementary	Happy dreamer	Reynolds, Peter H.	9780545865012						Reviews: Kirkus Reviews, School Library		
Elementary	Happy Easter From the Crayons	Drew Daywalt	978-0-593-62105-9								
Elementary	Happy Easter from the Crayons	Daywalt, Drew	978-0-8000-9904-6	978-0-593-62105-9			1.3				
Elementary	Happy Easter, Little Critter	Mayer, Mercer	9781415622704				Lower Elementary				
Elementary	Happy Father's Day from the Crayons	Daywalt, Drew	978-0-8000-9909-1	978-0-593-62461-6			2				
Elementary	Happy go Ducky	Houran, Lori Haskins	9780329902599				Lower Elementary	School Library Jou	Horn Book Guide (Fall 201		
Elementary	Happy Narwhalidays	Clanton, Ben	9780735262515						Reviews: Kirkus Reviews, The Hornbook,		
Elementary	Happy Pig Day!	Willems, Mo	9781423143420						Reviews: Kirkus Reviews, School Library		
Elementary	Happy St. Patrick's Day from the Crayons	Drew Daywalt	978-0-593-62433-3								
Elementary	Happy St. Patrick's Day from the Crayons	Daywalt, Drew	978-0-8000-9902-2	978-0-593-62433-3			1.3				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Harriet the invincible	Vernon, Ursula	9781537924847				Upper Elementary	School Library Jou	Booklist starre	Kirkus Reviews starred (M	
Elementary	Harry Potter and the goblet of fire	Rowling, J. K	9780545791427				Middle School	Grades 4 and up		Ages 8-12	Gr 4-Up
Elementary	Haunted Amusement Parks	Rachel Anne Cantor	978-1-68402-050-8								
Elementary	Haunted Hotels	Thomas Kingsley Troupe	978-1-4271-5556-6								
Elementary	Haunted house	Avatar, Ari	9798368783536				Upper Elementary				
Elementary	Haunted House Next Door	Andres Miedoso	978-1-5321-4979-5								
Elementary	Haunted Mask (Graphic Novel)	R. L. Stine	978-1-5364-9354-2								
Elementary	Haunted Ships	Tammy Gagne	978-1-5435-4149-6								
Elementary	Haunting of the ghost dragon	West, Tracey	9798368719894	9781546110033		9781339022406	Lower Elementary				
Elementary	Hay un hombre mosca en mi sopa	Arnold, Tedd	9781518114427				Lower Elementary				
Elementary	Heat of the lava dragon	West, Tracey	9781713734604	9781338635461		9781338635454	Upper Elementary				
Elementary	Hedgehogs	Emma Huddleston	978-1-64519-007-3								
Elementary	Hello ninja. Goodbye tooth	Wilson, Nathan D	9781544461243				Lower Elementary				
Elementary	Here Comes Spider-Man	Fross, Kitty	1-599-61210-0	978-1-599-61210-2			Upper Elementary				
Elementary	Hermanas (Sisters)	Raina Telgemeier	978-1-5364-9445-7								
Elementary	Heroes: A Novel of Pearl Harbor	Alan Gratz	978-1-338-73607-6								
Elementary	Hikaru in the light! 1	Matsuda, Mai	9781546140986				Lower Elementary				
Elementary	Hinduism : signs, symbols, and stories (Religious Signs, Symbols, And S	Senker, Cath	1-43583-038-5	978-1-43583-038-7			Upper elementary				
Elementary	Hockey GOATs	Abdo, Kenny		9781098285661			Lower Elementary		Ages 4-8	Ages 4-8	PreS-Gr 2
Elementary	Holiday Party	Posner-Sanchez, Andrea and RH Di	978-0-8000-5138-9	978-0-7364-4499-6			1				
Elementary	Hombre Mosca contra el matamoscas!	Arnold, Tedd	9781537918648				Lower Elementary				
Elementary	Hombre mosca y Frankenmosca	Arnold, Tedd	9781518174131				Lower Elementary				
Elementary	Hot Mess	Jeff Kinney	978-1-5364-8936-1								
Elementary	House with no keys	Currie, Lindsay	9781464234941				Lower Elementary				
Elementary	Houston Astros	Anderson, Josh	9781503888470				Upper Elementary				
Elementary	Houston Astros	Hewson, Anthony K	9781098290184				Upper Elementary				
Elementary	Houston Astros	Caroline Wesley	978-1-5321-1808-1								
Elementary	How dinosaurs went extinct : a safety guide	Dyckman, Ame			9780316593298		Lower Elementary				
Elementary	How is a book made?	Hansen, Grace		9781532100420			Lower Elementary				
Elementary	How is a crayon made?	Hansen, Grace		9781532100437			Lower Elementary				
Elementary	How is a pencil made?	Hansen, Grace		9781532181924			Lower Elementary				
Elementary	How is a sweater made?	Hansen, Grace		9781532100444			Lower Elementary	Preschool-Grade 1			
Elementary	How is chocolate made?	Hansen, Grace		9781532100451			Lower Elementary				
Elementary	How is cotton candy made?	Hansen, Grace		9781532181931			Lower Elementary				
Elementary	How is ice cream made?	Hansen, Grace		9781532100468			Lower Elementary				
Elementary	How is peanut butter made?	Hansen, Grace		9781532100475			Lower Elementary				
Elementary	How to be comfortable in your own feathers	Cook, Julia	9781518174810				Upper Elementary				
Elementary	How to pee your pants* : * the right way	Wilson, Rachel Michelle	9781250910172				Lower Elementary				
Elementary	Howl of the wind dragon	West, Tracey	9781713770657	9781338635522		9781338635515	Lower Elementary				
Elementary	Huevo Muy Bueno (The Good Egg)	Jory John	978-1-64473-800-9								
Elementary	Humble Pie	John, Jory	9780063469730				Lower Elementary				
Elementary	Hygiene... you stink!	Cook, Julia	9781518171901				Lower Elementary				
Elementary	I am a tiger	Newson, Karl	9781338349894				Lower Elementary				
Elementary	I am going!	Willems, Mo	9781423119906						Reviews: Kirkus Reviews (+), School Libr		
Elementary	I am invited to a party!	Willems, Mo	9781423106876						Reviews: Kirkus Reviews (+), School Libr		
Elementary	I broke my trunk!	Willems, Mo	9781423133094						Reviews: School Library Journal (+), Book		
Elementary	I Can Be a Farm Vet	Jordan, Apple	978-0-605-92879-4	978-1-10-193245-2			1.7				
Elementary	I cannot draw a horse	Harper, Charise Mericle	9781454945949				Lower Elementary				
Elementary	I Like Myself!/¡Me gusta cómo soy! Board Book: Bilingual English-Spa	Karen Beaumont	1328809048	978-1328809049			Lower Elementary				
Elementary	I love my new toy!	Willems, Mo	9781423109617						Reviews: School Library Journal (+), Book		
Elementary	I need a hug	Blabey, Aaron	9781338891881				Lower Elementary		Ages 3-5	Ages 3-5	
Elementary	I need a hug	Blabey, Aaron	9781338297102				Lower Elementary				
Elementary	I quit	Tracy, Kristen	9780374392192				Lower Elementary				
Elementary	I really like slop!	Willems, Mo	9781484722626						Reviews: Kirkus Reviews, School Library		

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	I survived Hurricane Katrina, 2005	Ball, Georgia	9781338766967				Upper Elementary				
Elementary	I Survived Sobrevivi el naufragio del Titanic, 1912	Tarshis, Lauren	1-338-78970-8	978-1-338-78970-6		978-0-8000-1084-3	Lower Elementary				
Elementary	I survived the American Revolution, 1776	Ball, Georgia	9781338825190				Upper Elementary				
Elementary	I survived the attack of the grizzlies, 1967	Ball, Georgia	9781338766936				Upper Elementary		Ages 9-11		
Elementary	I survived the attacks of September 11, 2001	Ball, Georgia	9781338680492				Upper Elementary				
Elementary	I survived the battle of D-Day, 1944	Ball, Georgia	9781338883053				Upper Elementary				
Elementary	I Survived the Bombing of Pearl Harbor, 1941	Tarshis, Lauren	9781546137764				Upper Elementary				
Elementary	I Survived the California Wildfires, 2018	Tarshis, Lauren	9781546137733				Upper Elementary				
Elementary	I survived the destruction of Pompeii, AD 79	Ball, Georgia	9781338883084				Upper Elementary				
Elementary	I survived the Great Chicago Fire, 1871	Ball, Georgia	9781338825169				Upper Elementary				
Elementary	I survived the Great Molasses Flood, 1919	Ball, Georgia	9781546110385				Upper Elementary				Gr 4-8
Elementary	I survived the Great Molasses Flood, 1919	Ball, Georgia	9798368749679		9781546110385	9781546110378	Upper Elementary				Gr 4-8
Elementary	I Survived the Great Molasses Flood, 1919 (Graphic Novel)	Lauren Tarshis	978-1-5364-9089-3								
Elementary	I survived the Japanese tsunami, 2011	Ball, Georgia	9781546110811				Upper Elementary				
Elementary	I survived the Japanese tsunami, 2011	Ball, Georgia	9798368783550		9781546110811	9781546110804	Upper Elementary				
Elementary	I Survived the Japanese Tsunami, 2011: the Graphic Novel	Tarshis, Lauren and Ball, Georgia	1546110801, 080007	9781546110804, 9780800079840			Upper Elementary (4-7)				
Elementary	I survived the Nazi invasion, 1944	Ball, Georgia	9781338666380				Upper Elementary				Gr 3-6
Elementary	I survived the sinking of the Titanic, 1912	Ball, Georgia	9781338120929				Upper Elementary	Grades 3-6	Ages 7-10		Gr 2-6
Elementary	I Want My Hat Back	Jon Klassen		978-0-7636-5598-3			Lower Elementary				
Elementary	I was so mad	Mayer, Mercer	9780758765383				Lower Elementary				
Elementary	I will surprise my friend!	Willems, Mo	9781423109624						Reviews: Kirkus Reviews (+), School Libr		
Elementary	I will take a nap!	Willems, Mo	9781484716304						Reviews: Kirkus Reviews, School Library		
Elementary	I'm a frog!	Willems, Mo	9781423183051						Reviews: Kirkus Reviews, School Library		
Elementary	I'm sorry you got mad	Lukoff, Kyle	9798368780887		9780593462911		Lower Elementary		Ages 4-8	Ages 3-7	Gr 2-4
Elementary	I'm sorry you got mad	Lukoff, Kyle	9780593462911						Reviews: Kirkus Reviews (+), School Libr		
Elementary	Ice cream caper	Korte, Steven	9781515871781						Reviews:		
Elementary	If You Give a Cat a Cupcake	Numeroff, Laura Joffe	978-0-605-20520-8	978-0-06-028324-7			2.4				
Elementary	If You Give a Dog a Donut	Numeroff, Laura Joffe	978-0-605-51810-0	978-0-06-026683-7			2.1				
Elementary	If You Give a Moose a Muffin	Numeroff, Laura Joffe	978-0-7804-5558-0	978-0-06-024405-7			2.4				
Elementary	If You Give a Mouse a Brownie	Numeroff, Laura	978-0-605-72122-7	978-0-06-027571-6			2.5				
Elementary	If You Give a Mouse a Cookie	Numeroff, Laura Joffe	978-0-8000-1786-6	978-0-06-024586-3			2.7				
Elementary	If You Give a Mouse an Iphone	Droyd, Ann		978-0-399-16926-7			2.5				
Elementary	If You Give a Pig a Pancake	Numeroff, Laura Joffe	978-0-8000-4281-3	978-0-06-026686-8			2.5				
Elementary	If You Give a Pig a Party	Numeroff, Laura Joffe	978-0-605-02368-0	978-0-06-028326-1			2.2				
Elementary	If You Take a Mouse to School	Numeroff, Laura Joffe	978-0-605-02370-3	978-0-06-028328-5			2.4				
Elementary	If You Take a Mouse to the Movies	Numeroff, Laura Joffe	978-0-605-02369-7	978-0-06-027867-0			2.1				
Elementary	In a dark land	Soontornvat, Christina	9798368789545			9781464234781	Upper Elementary	Grades 4-6	Ages 9-12		Gr 5-8
Elementary	Incredibly Penelope	Myracle, Lauren	9781536206067				Lower Elementary				
Elementary	Insectos impresionantes (Incredible Insects)		979-8-3849-0436-6				Lower Elementary				
Elementary	Inside 3D printers	LaPierre, Yvette		9781532117886			Upper Elementary				
Elementary	Inside drones	Conley, Kate A		9781532117909		9781641856157	Upper Elementary				
Elementary	Inside electric cars	Eschbach, Christina		9781532117916			Upper Elementary				
Elementary	Inside video games	Marquardt, Meg		9781532117947			Upper Elementary				
Elementary	Insider	Ridley Pearson	978-1-368-04631-2								
Elementary	Interrupting Chicken saves the nutcracker	Stein, David Ezra	9781536207798				Lower Elementary				
Elementary	Into the shadow mist	Soontornvat, Christina	9798368749563		9781338759174	9781546135838	Upper Elementary		Ages 7-11		
Elementary	Into the wild	Hunter, Erin	9781489864109			9780062366962	Middle School	Grades 6-9	Ages 11+	Ages 10-up	Gr 5-Up
Elementary	Into thin air	Dixon, Franklin W	9781489886729				Upper Elementary	Horn Book Guide (Spring 2014) When kids star			
Elementary	Invasion of the road weenies : and other warped and creepy tales	Lubar, David	9780329751012				Upper Elementary	School Library Jou	Booklist (Augu	Kirkus Reviews (July 15, 2	
Elementary	Iris el valiente	Elliott, Rebecca	1-338-84916-6	978-1-338-84916-5		978-0-8000-2660-8	Lower Elementary				
Elementary	Ish	Reynolds, Peter H.	9780763623449						Reviews: Kirkus Reviews, School Library		
Elementary	It's My Bird-Day! (Pigeon)	Mo Willems	1-45499-962-4	978-1-45499-962-1			Lower Elementary				
Elementary	Jack and the snackstalk	Jones, Noah	9781489896773				Lower Elementary	Horn Book Guide (Spring 2017) The fully illust			
Elementary	Jenna Ortega: Scream Queen & Star of Wednesday	Grace Hansen	979-8-3849-0075-7								

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Jessi Ramsey, pet-sitter	Martin, Ann M.	9781338835663				Lower Elementary				
Elementary	Joe Biden (Spanish version)		978-1-0982-6544-1				Lower Elementary				
Elementary	Judaism : signs, symbols, and stories (Religious Signs, Symbols, And St	Senker, Cath	1-43583-039-3	978-1-43583-039-4			Upper elementary				
Elementary	Judy Moody : book quiz whiz	McDonald, Megan	9781536204841				Upper Elementary	School Library Jou	Kirkus Reviews (July 1, 201		
Elementary	Judy Moody sunny-side up	McDonald, Megan	9798368793429			9781536230581	Upper Elementary				
Elementary	Jugada doble (Double Scribble)	Jake Maddox		978-1-4965-8578-3			4-12				
Elementary	Jumper : a day in the life of a backyard jumping spider	Lanan, Jessica			9781250810366		Lower Elementary	Preschool-Grade 2	Ages 4-8	Ages 4-8	PreS-Gr 3
Elementary	Junie B. Jones and a Little Monkey Business	Park, Barbara	978-0-7804-2271-1	978-0-679-83886-9			2.9				
Elementary	Junie B. Jones and Some Sneaky Peeky Spying	Park, Barbara	978-0-605-14160-5	978-0-679-85101-1			2.9				
Elementary	Junie B. Jones and That Meanie Jim's Birthday	Park, Barbara	978-0-7804-2108-0	978-0-679-86695-4			2.8				
Elementary	Junie B. Jones and the Mushy Gushy Valentime	Park, Barbara	978-0-8000-8665-7	978-0-375-80039-9			2.9				
Elementary	Junie B. Jones and the mushy gushy valentime i.e. valentine	Park, Barbara	9781413183276				Lower Elementary				
Elementary	Junie B. Jones and the Stupid Smelly Bus	Park, Barbara	978-0-8000-4580-7	978-0-679-82642-2			2.9				
Elementary	Junie B. Jones and the Yucky Blucky Fruitcake	Park, Barbara	978-0-605-27399-3	978-0-679-86694-7			2.7				
Elementary	Junie B. Jones Has a Monster Under Her Bed	Park, Barbara	978-0-605-43812-5	978-0-679-86697-8			2.7				
Elementary	Junie B. Jones Has a Peep in Her Pocket	Park, Barbara	978-0-8000-1298-4	978-0-375-80040-5			2.9				
Elementary	Junie B. Jones Is (Almost) a Flower Girl	Park, Barbara	978-0-8479-9676-6	978-0-375-80038-2			2.7				
Elementary	Junie B. Jones Is a Beauty Shop Guy	Park, Barbara	978-0-605-64925-5	978-0-679-88931-1			2.8				
Elementary	Junie B. Jones Is a Graduation Girl	Park, Barbara	978-0-605-32583-8	978-0-375-80292-8			3				
Elementary	Junie B. Jones Is a Party Animal	Park, Barbara	978-0-605-46853-5	978-0-679-88663-1			2.8				
Elementary	Junie B. Jones Is Captain Field Day	Park, Barbara	978-0-605-32589-0	978-0-375-80291-1			2.8				
Elementary	Junie B. Jones Loves Handsome Warren	Park, Barbara	978-0-605-43813-2	978-0-679-86696-1			2.7				
Elementary	Junie B. Jones smells something fishy	Park, Barbara	9780758761699				Lower Elementary	Grades 2-4			
Elementary	Junie B. Jones Smells Something Fishy	Park, Barbara	978-0-605-64926-2	978-0-679-89130-7			2.6				
Elementary	Junie B. Jones: Aloha-Ha-Ha!	Park, Barbara	978-0-605-07247-3	978-0-375-83404-2			2.8				
Elementary	Junie B. Jones. Dumb bunny	Park, Barbara	9780329697563				Lower Elementary				
Elementary	Junie B. Jones. First grader (at last!)	Park, Barbara	9781404600768				Lower Elementary	Grades 2-3			Gr 1-3
Elementary	Junie B. Jones. Toothless wonder	Park, Barbara	9781413162349				Lower Elementary	Grades 2-4	Ages 7-10		Gr 1-4
Elementary	Junie B., First Grader (At Last!)	Park, Barbara	978-0-605-32591-3	978-0-375-81516-4			2.6				
Elementary	Junie B., First Grader: Boo... and I Mean It!	Park, Barbara	978-0-605-32584-5	978-0-375-82807-2			2.9				
Elementary	Junie B., First Grader: Boss of Lunch	Park, Barbara	978-0-605-35652-8	978-0-375-80294-2			2.8				
Elementary	Junie B., First Grader: Jingle Bells, Batman Smells! (P.S. so Does May.)	Park, Barbara	978-0-605-32582-1	978-0-375-82809-6			2.8				
Elementary	Junie B., First Grader: One-Man Band	Park, Barbara	978-0-605-32588-3	978-0-375-82536-1			3				
Elementary	Junie B., First Grader: Shipwrecked	Park, Barbara	978-0-605-32585-2	978-0-375-82805-8			3.1				
Elementary	Junie B., First Grader: Toothless Wonder	Park, Barbara	978-0-605-33900-2	978-0-375-82223-0			2.8				
Elementary	Just a mess	Mayer, Mercer	9780329638092				Lower Elementary				
Elementary	Just for you	Mayer, Mercer	9780758765468				Lower Elementary				
Elementary	Just go to bed	Mayer, Mercer	9780329636678				Lower Elementary				
Elementary	Just going to the dentist	Mayer, Mercer	9780758765475				Lower Elementary				
Elementary	Just grandma and me	Mayer, Mercer	9780758765482				Lower Elementary				
Elementary	Just Grandpa and me	Mayer, Mercer	9780758765499				Lower Elementary				
Elementary	Just me and my babysitter	Mayer, Mercer	9780758765505				Lower Elementary				
Elementary	Just me and my dad	Mayer, Mercer	9780758765529				Lower Elementary				
Elementary	Just me and my little brother	Mayer, Mercer	9780329624859				Lower Elementary				
Elementary	Just me and my puppy	Mayer, Mercer	9780758765543				Lower Elementary				
Elementary	Just my friend and me	Mayer, Mercer	9780758765567				Lower Elementary				
Elementary	Karen's Ghost (Graphic Novel)	DK Yingst	978-1-5364-9319-1								
Elementary	Karen's Grandmothers (Graphic Novel)	Ann M. Martin, DK Yingst	978-1-5364-8898-2								
Elementary	Karen's Prize (Graphic Novel)	Shauna J Grant	978-1-5364-9147-0								
Elementary	Karen's Roller Skates (Graphic Novel)	Ann M. Martin, Katy Farina	978-1-5364-6393-4								
Elementary	Karen's Sleepover (Graphic Novel)	Katy Farina	978-1-5364-8484-7								
Elementary	King of the world!	Clanton, Ben	9781534493216				Lower Elementary				
Elementary	Kingdom of Color	Lagonegro, Melissa	978-0-605-47427-7	978-0-7364-2687-9			0.7				
Elementary	La Arana Muy Ocupada (Spanish Edition)	Eric Carle	ASIN : B00MXCH93Y				Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	La ciencia basica: el cuerpo humano (Beginning Science: Body Systems)		978-1-5321-8737-7				Lower Elementary				
Elementary	La ciencia basica: la ecologia (Beginning Science: Ecology)		978-1-0982-0430-3				Lower Elementary				
Elementary	La ciencia basica: las funciones fisicas del cuerpo (Beginning Science: Gross Body Functions)		978-1-0982-6077-4				Lower Elementary				
Elementary	La mariquita malhumorada: The Grouchy Ladybug Board Book (Spanish	Eric Carle	62973509	978-0062973504			Lower Elementary				
Elementary	La migracion animal Set 2 (Animal Migration)		979-8-3849-0198-3				Lower Elementary				
Elementary	Land of the spring dragon	West, Tracey	9781725430921		9781338263756	9781338263749	Lower Elementary				
Elementary	Las estaciones: ¡Llega el invierno! (Seasons: Winter Wonder!)		978-1-0982-6974-6				Lower Elementary				
Elementary	Las estaciones: ¡Llega el otono! (Seasons: Fall Fun!)		978-1-0982-6750-6				Lower Elementary				
Elementary	Las estaciones: ¡Llega el verano!		979-8-3849-0191-4				Lower Elementary				
Elementary	Las estaciones: ¡Llega la primavera! (Seasons: Spring Cheer!)		978-1-0982-6967-8				Lower Elementary				
Elementary	Las Zanahorias Malefica s	Reynolds, Aaron	84-16-11713-6	978-84-16-11713-0		978-0-605-92786-5	Lower Elementary				
Elementary	Last block standing!	Eliopulos, Nick	9781984850690				Upper Elementary				
Elementary	Last Kids on Earth and the Doomsday Race	Max Brallier	978-1-9848-3537-6								
Elementary	Last Kids on Earth and the Forbidden Fortress	Max Brallier	978-0-593-40523-9								
Elementary	Last Kids on Earth and the Midnight Blade	Douglas Holgate, Max Brallier	978-0-425-29211-2								
Elementary	Last Kids on Earth and the Monster Dimension	Max Brallier	978-0-593-40525-3								
Elementary	Last Kids on Earth and the Skeleton Road	Max Brallier	978-1-9848-3534-5								
Elementary	Last kids on Earth and the zombie parade	Brallier, Max	9780670016624				Upper Elementary				
Elementary	Lava chase	Avatar, Ari	9781668893975				Upper Elementary				
Elementary	Learning New Tricks	Katie Longua, Barbara Perez Marqu	978-1-5248-8235-8								
Elementary	Legacy	Messenger, Shannon	9781713725886		9781534427334	9781534427341	Middle School				
Elementary	Legend of rock paper scissors	Daywalt, Drew	9780062438898				Lower Elementary				
Elementary	Legend of the Star Dragon	West, Tracey	9781516059850		9781338777017	9781338777000	Lower Elementary				
Elementary	Let's go for a drive!	Willems, Mo	9781423164821						Reviews: Kirkus Reviews, School Library		
Elementary	Let's Plant a Garden	Depken, Kristen L.	978-0-7804-0152-5	978-1-524-76883-6			1.2				
Elementary	Life after whale : the amazing ecosystem of a whale fall	Brunelle, Lynn	9780823452286				Lower Elementary				
Elementary	Lift Off	Brian Smith	978-0-06-298123-3								
Elementary	Lightningborn	Kagawa, Julie	9781368090308				Upper Elementary				
Elementary	Lionel Messi	Anthony K. Hewson	978-1-64519-042-4								
Elementary	Listen to my trumpet!	Willems, Mo	9781423154044						Reviews: School Library Journal (+), Book		
Elementary	Little Red And Big, Bad Fred	Belote, Ashley	9780593902431				Lower Elementary				
Elementary	Llama Llama a gift for mama	Dewdney, Anna	9780593353264						Reviews:		
Elementary	Llama Llama back to school	Duncan, Reed	9780593352441						Reviews: Kirkus Reviews,		
Elementary	Llama Llama Back to School	Reed Duncan, Anna Dewdney	978-0-593-35244-1								
Elementary	Llama Llama gram and grandpa	Dewdney, Anna	9780670013968						Reviews: Kirkus Reviews, School Library		
Elementary	Llama Llama holiday drama	Dewdney, Anna	9780670011612						Reviews: Kirkus Reviews, School Library		
Elementary	Llama Llama home with Mama	Dewdney, Anna	9780670012329						Reviews: Kirkus Reviews, School Library		
Elementary	Llama Llama loves to read	Dewdney, Anna	9780670013975						Reviews: Kirkus Reviews, School Library		
Elementary	Llama Llama mad at mama	Dewdney, Anna	9780670062409						Reviews: Kirkus Reviews, School Library		
Elementary	Llama Llama misses Mama	Dewdney, Anna	9780670061983						Reviews: School Library Journal,		
Elementary	Llama Llama Misses Mama	Anna Dewdney	978-0-670-06198-3								
Elementary	Llama Llama red pajama	Dewdney, Anna	9780670059836						Reviews: Kirkus Reviews, School Library		
Elementary	Llama Llama time to share	Dewdney, Anna	9780670012336						Reviews: Kirkus Reviews, School Library		
Elementary	Llama Llama, Time to Share	Anna Dewdney	978-0-670-01233-6								
Elementary	Llama Llama's little lie	Duncan, Reed	9780593352489						Reviews:		
Elementary	Locker ate Lucy!	Chabert, Jack	9780545623964				Lower Elementary				
Elementary	London Calling	Ponti, James	1-665-93250-3	978-1-665-93250-9		978-0-8000-7648-1	Upper Elementary				
Elementary	Los Angeles Dodgers	Katie Lajiness	978-1-5321-1517-2								
Elementary	Los Tipos Malos En Cortar Por Lo Sano (The Bad Guys in Cut to the Ch	Blabey, Aaron	1-54613-713-0	979-83-687-8716-9			Upper elementary				
Elementary	Lost and Found	Lerner, Jarrett	1-534-45219-2	978-1-534-45219-0		978-0-8000-4586-9	Lower Elementary				
Elementary	Lost and Found	Hale, Bruce	978-0-605-94099-4	978-0-06-227910-1			2.4				
Elementary	Lost in the Nether	Cube Kid	9781549084706				Upper Elementary		Kirkus Reviews (August 15, 2018) When Eeebs		
Elementary	Lost library	Stead, Rebecca	9781250838810				Upper Elementary				
Elementary	Louise and the class pet	Driscoll, Laura	9781549073434				Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Love from the Crayons	Daywalt, Drew	978-0-7804-6270-0	978-1-524-79268-8			3				
Elementary	Love Pug	Blabey, Aaron	9781339014203				Lower Elementary				
Elementary	Luces en el firmamento (Sky Lights)		978-1-0982-0444-0				Lower Elementary				
Elementary	Lucky duck	Pizzoli, Greg	9780593649770				Lower Elementary				
Elementary	Lucky Duck	Greg Pizzoli		978-0-593-64977-0			Lower Elementary				
Elementary	Luigi, the spider who wanted to be a kitten	Knudsen, Michelle	9781536219111				Lower Elementary				
Elementary	Lullaby Lake	Charman, Katrina	9781549036507				Lower Elementary				
Elementary	Lunch Lady and the author visit vendetta	Krosoczka, Jarrett	9780329759506			9780375860942	Upper Elementary	Grades 3-5	Ages 7-10		Gr 2-4
Elementary	Lunch Lady and the bake sale bandit	Krosoczka, Jarrett	9780329831158			9780375867293	Upper Elementary	Grades 2-4			
Elementary	Lunch lady and the cyborg substitute	Krosoczka, Jarrett	9780329714536			9780375846830	Upper Elementary	Grades 2-4	Ages 7-10	Ages 7-10	
Elementary	Lunch Lady and the field trip fiasco	Krosoczka, Jarrett	9780329888336			9780375867309	Upper Elementary				
Elementary	Lunch Lady and the League of Librarians	Krosoczka, Jarrett	9780329714543			9780375846847	Upper Elementary				Gr 3-5
Elementary	Lunch Lady and the mutant mathletes	Krosoczka, Jarrett	9780329905231			9780375870286	Upper Elementary	Grades 2-5			
Elementary	Lunch lady and the picture day peril	Krosoczka, Jarrett	9780329948283			9780375870354	Upper Elementary				
Elementary	Lunch Lady and the schoolwide scuffle	Krosoczka, Jarrett	9780329984342			9780385752794	Upper Elementary	Grades 3-5			Gr 2-5
Elementary	Lunch Lady and the summer camp shakedown	Krosoczka, Jarrett	9780329779078			9780375860959	Upper Elementary	Grades 3-5			Gr 2-5
Elementary	Lunch Lady and the video game villain	Krosoczka, Jarrett	9780329966706			9780307980793	Upper Elementary				
Elementary	Mad about plaid	McElmurry, Jill	0-358-17244-6	978-0-358-17244-4			Lower Elementary	Ages 5-7;	Ages 4-7;		PreS-Gr 2
Elementary	Magic of the wizard dragon	West, Tracey	9798368772813		9781546110842	9781339022468	Lower Elementary				
Elementary	Magical mischief	Korte, Steve	9781484672105						Reviews:		
Elementary	Magnolia Wu Unfolds It All	Miller, Chanel	978-0-8000-8057-0	978-0-593-62453-1			5.6				
Elementary	Major League Soccer	Chris Bowman		979-8-89304-024-1			4-12				
Elementary	Make Mine Mysterio!	McKeever, Sean	1-599-61211-9	978-1-599-61211-9			Upper Elementary				
Elementary	Man who didn't like animals	Underwood, Deborah	9780358567134				Lower Elementary				
Elementary	Man Who Didn't Like Animals	Deborah Underwood	978-0-358-56713-4								
Elementary	Man Who Didn't Like Animals	Deborah Underwood		978-0-358-56713-4			Lower Elementary				
Elementary	Manatee summer	Griffith, Evan	9781516057191				Upper Elementary	Horn Book Magazi	Booklist starre	Kirkus Reviews starred (Ap	
Elementary	Marion's Warm Welcome	Barkley, Callie	1-665-95324-1	978-1-665-95324-5		978-0-8000-6854-7	Upper Elementary				
Elementary	Marvelous Now	DiTerlizzi, Angela	9780316500036				Lower Elementary				
Elementary	Mary had a little jam	Sauer, Tammi	9781454933045				Lower Elementary				
Elementary	Mascotas presidenciales		978-1-0982-6516-8				Lower Elementary				
Elementary	Mater's Birthday Surprise	Lagonegro, Melissa	978-0-605-52628-0	978-0-7364-2858-3			1.3				
Elementary	May Your Life Be Deliciosa	Michael Genhart	978-1-951836-22-1								
Elementary	Me Han Invitado a una Fiesta! (I Am Invited to a Party!)	Mo Willems	978-1-368-07162-8								
Elementary	Me too!	Mayer, Mercer	9780758765611				Lower Elementary				
Elementary	Meet the Dallas Cowboys	Percy Leed		979-8-7656-6842-9			4-12				
Elementary	Meet the Green Bay Packers	Percy Leed		979-8-7656-6844-3			4-12				
Elementary	Meet the Kansas City Chiefs	Percy Leed		979-8-7656-6844-3			4-12				
Elementary	Meet the New England Patriots	Percy Leed		979-8-7656-6845-0			4-12				
Elementary	Meet the Philadelphia Eagles	Percy Leed		979-8-7656-6846-7			4-12				
Elementary	Meet the San Francisco 49ers	Percy Leed		979-8-7656-6847-4			4-12				
Elementary	Mega shark	Avatar, Ari	9781516060078				Upper Elementary				
Elementary	Memory spinner	Cornwell, C. M.	9780593898765				Upper Elementary				
Elementary	Merry Christmas Mom and Dad	Mayer, Mercer	9780758765628				Lower Elementary				
Elementary	Messi's magic : how Lionel Messi became the G.O.A.T	Perry, Caroline L.	9781546147534				Lower Elementary				
Elementary	Mi Amigo Esta Triste (My Friend Is Sad)	Mo Willems	978-1-368-04575-9								
Elementary	Mi mini biografía (My Itty-Bitty Bio)	Various	978-1-6689-6245-9				Lower Elementary				
Elementary	Mia and the daisy dance	Farley, Robin	9780329902964				Lower Elementary	Horn Book Guide (Fall 2012) Mia the ballerina			
Elementary	Mia and the tiny toe shoes	Farley, Robin	9780329943226				Lower Elementary	Horn Book Guide (Spring 2013) Dancing kitten			
Elementary	Midnight at the Barclay Hotel	Bradley, Fleur	9780593202906				Upper Elementary				
Elementary	Millicent Quibb School of Etiquette for Young Ladies of Mad Science	McKinnon, Kate	9780316554732				Upper Elementary				
Elementary	Millie Bobby Brown	Kenny Abdo		978-1-5321-2547-8			4-12				
Elementary	Mind Their Manners	Parish, Herman	0062961896, 078048	978006296189, 9780780484634			Lower Elementary				
Elementary	Minecraft : the island	Brooks, Max	9781725460591				Upper Elementary	Booklist (Novembe	Kirkus Reviews (October 1,		

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Miss Bindergarten gets ready for kindergarten	Slate, Joseph	9781415512135				Lower Elementary	Ages 4-6		Ages 3-6	PreS-K
Elementary	Mission Manhattan	Ponti, James	1-665-93248-1	978-1-665-93248-6		978-0-8000-7667-2	Upper Elementary				
Elementary	Mission Manhattan	Ponti, James	9798368755731				Upper Elementary				
Elementary	Moana and Pua	Lagonegro, Melissa	978-0-7804-4117-0	978-0-7364-3957-2			1.6				
Elementary	Moana's Story Collection	Random House and Disney Storybo	978-0-8000-5939-2	978-0-7364-4360-9			1				
Elementary	Mobs rule!	Eliopulos, Nick	9781984850751				Lower Elementary				
Elementary	Mobs rule!	Eliopulos, Nick	9781984850751				Lower Elementary				
Elementary	Monday - into the Cave of Thieves	Lazar, Ralph	1-338-77037-3	978-1-338-77037-7		978-0-8000-0856-7	Upper Elementary		Ages 7-10	Ages 7-10	
Elementary	Monster Blood	Stine, R. L	9781338879438				Upper Elementary		Ages 8-12		
Elementary	Monster Blood (Graphic Novel)	R. L. Stine	978-1-5364-9495-2								
Elementary	Monster escape	Avatar, Ari	9781668875995				Upper Elementary				
Elementary	More dung! : a beetle tale	Weber, Frank	9781368100083				Lower Elementary				
Elementary	Most magnificent team	Spires, Ashley	9781525312953				Lower Elementary				
Elementary	Mouse & his dog	Applegate, Katherine	9781420519310				Upper Elementary	Kirkus Reviews (October 1, 2024) An intrepid n			
Elementary	Mouse and his dog	Applegate, Katherine	9781250345004				Lower Elementary				
Elementary	Mouse and His Dog	Applegate, Katherine	9798368774206				Upper Elementary	Kirkus Reviews (October 1, 2024) An intrepid n			
Elementary	Mr. and Mrs. Phelps need some help!	Gutman, Dan	9780063373884				Lower Elementary				
Elementary	Mr. Fox's game of no!	LaRochelle, David	9781536229677				Lower Elementary				
Elementary	Mr. Plummer is dumber!	Gutman, Dan	9780063373938				Lower Elementary				
Elementary	Mr. Wolf's class. Field trip	Steinke, Aron Nels	9781544458625				Upper Elementary				
Elementary	Mr. Wolf's class. Lucky stars	Steinke, Aron Nels	9781725430624				Upper Elementary				
Elementary	Mr. Wolf's class. Snow day	Steinke, Aron Nels	9781544462318				Upper Elementary				
Elementary	My diary from the edge of the world	Anderson, Jodi Lynn	9781518182495				Upper Elementary	School Library Jou	Horn Book Ma	Booklist (November 1, 201	
Elementary	My weird school fast facts : mummies, myths, and mysteries	Gutman, Dan	9780062673138				Lower Elementary				
Elementary	My weird school fast facts : pizza, peanut butter, and pickles	Gutman, Dan	9780062673169				Lower Elementary				
Elementary	My worst frenemy	Emerson, Marcus	9781098255923				Upper Elementary	School Library Journal (October 1, 2025) Gr 3-5			
Elementary	Mystery of locked rooms	Currie, Lindsay	9781728259536				Upper Elementary				
Elementary	Mystery of the phantom heist	Dixon, Franklin W	9781489886736				Upper Elementary	Horn Book Guide (Fall 2013) After the many leg			
Elementary	Mystery on the Mayhem Express	Dixon, Franklin W	9781713767282				Upper Elementary				
Elementary	Nacho's Nachos: The Story Behind the World's Favorite Snack	Sandra Nickel	978-1-62014-369-8								
Elementary	Narwhal : unicorn of the sea	Clanton, Ben	9781101918265						Reviews: Kirkus Reviews (+), School Libr		
Elementary	Narwhal's otter friend	Clanton, Ben	9780735262485						Reviews: Booklist,		
Elementary	Narwhal's school of awesomeness	Clanton, Ben	9780735262546						Reviews:		
Elementary	Narwhal's Sweet Tooth	Clanton, Ben	1774884526, 080008	9781774884522, 9780800082666			Lower Elementary				
Elementary	Narwhal's sweet tooth	Clanton, Ben			9781774884485		Lower Elementary				
Elementary	Narwhal's sweet tooth	Clanton, Ben	9781774884485						Reviews:		
Elementary	Narwhalicorn and Jelly	Clanton, Ben	9781516068647		9780735266728	9780735266841	Lower Elementary		Ages 6-10		
Elementary	Narwhalicorn and Jelly	Clanton, Ben	9780735266728						Reviews: Kirkus Reviews,		
Elementary	Nat a chance	Scrivan, Maria	9798368749693		9781546104469	9781546104452	Upper Elementary				Gr 3-7
Elementary	Nat for nothing	Scrivan, Maria	9781668875698		9781338715439	9781338715422	Upper Elementary				
Elementary	Nat the Cat has a snack	Lerner, Jarrett	9781665957090				Lower Elementary				
Elementary	Nat the cat takes a bath	Lerner, Jarrett	9781665918947				Lower Elementary				
Elementary	Nat the cat takes a nap	Lerner, Jarrett	9781665918916				Lower Elementary				
Elementary	Never grow up	Kingsbury, Karen	9781668820834				Upper Elementary				
Elementary	New friend for Sparkle	Young, Amy	9780374305536						Reviews: Kirkus Reviews, School Library		
Elementary	New Kid from the Black Lagoon	Mike Thaler	978-1-59961-956-9								
Elementary	New Orleans Levee Failure	Emma Huddleston	978-1-5321-9074-2								
Elementary	New pets on the block	Eliopulos, Nick	9781984850942				Lower Elementary				
Elementary	New pets on the block	Eliopulos, Nick	9781984850942				Lower Elementary				
Elementary	New York	Cochran, Jo	0-7636-7520-2	978-0-7636-7520-2			Upper Elementary				
Elementary	New York Yankees	Katie Lajiness	978-1-5321-1518-9								
Elementary	Night Librarian	Christopher Lincoln	978-0-593-61765-6								
Elementary	Night of the dream dragon	West, Tracey	9798368748085		9781546110491	9781339022437	Lower Elementary				Gr 1-4
Elementary	Night of the Ninjas Graphic Novel	Osborne, Mary Pope	0593488784, 080004	9780593488782, 9780800041977			Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Night of the Zombie Zookeeper	Andres Miedoso	978-1-5321-4982-5								
Elementary	No Brainer	Ramon de Ocampo, Jeff Kinney	978-1-5364-8218-8								
Elementary	Norman and the smell of adventure	Higgins, Ryan T.	9781368090216				Lower Elementary				
Elementary	Nothing Can Stop the Sandman!	Quantz, Daniel	1-599-61016-7	978-1-599-61016-0			Upper Elementary				
Elementary	Nuestra personalidad Set 2 (Character Education)		978-1-0982-0402-0				Lower Elementary				
Elementary	Obby challenge	Avatar, Ari	9781668893968				Upper Elementary				
Elementary	Off to the Races!	Random House	978-0-8000-4823-5	978-0-593-64822-3			3.2				
Elementary	Oh, are you awake?	Shea, Bob	9781536226584				Lower Elementary				
Elementary	Old Racers, New Racers	Tillworth, Mary	978-0-605-99109-5	978-0-7364-3804-9			1.3				
Elementary	Old, New, Red, Blue!	Lagonegro, Melissa	978-0-605-11091-5	978-0-7364-2410-3			1				
Elementary	Olivia Rodrigo	Suzane Nguyen	979-8-89304-266-5								
Elementary	On precarious peaks	Hinojosa, Stacy	9780063225053				Upper Elementary				
Elementary	On the run in hidden layers!	Blabey, Aaron	9781546111825				Upper Elementary				
Elementary	One and Only Family	Adam Grupper, Katherine Applegat	978-0-06-322112-3								
Elementary	One false note	Korman, Gordon			9780545060424		Upper Elementary	Grades 4-8			Gr 4-7
Elementary	Operation Bungaree	Peabody, J. D	9798368749013				Upper Elementary	School Library Journal (December 1, 2024) Gr 4			
Elementary	Ornitorrinco (Platypus)	Grace Hansen	978-1-0982-0084-8								
Elementary	Oscar (el unicornio hambriento) se come la Navidad	Carter, Lou	84-914540-0-4	978-84-914540-0-7			Lower Elementary				
Elementary	Oscar el unicornio hambriento se come la Pascua	Carter, Lou	84-914551-3-2	978-84-914551-3-4			Lower Elementary				
Elementary	Otter. I love books!	Garton, Sam	9781544430676				Lower Elementary	Horn Book Guide (Fall 2019) In the domesticate			
Elementary	Outside My Window	Lagonegro, Melissa	978-0-605-47428-4	978-0-7364-2688-6			1.5				
Elementary	Over and under the wetland	Messner, Kate	9781797210872				Lower Elementary				
Elementary	Overdue : the misadventure of Bob the book	Koster, Gloria			9781684469208		Lower Elementary				K-Gr 3
Elementary	Paint the Town	Parish, Herman	0062961861. 078047	9780062961860, 9780780474246			Lower Elementary				
Elementary	Paises Set 1 (Countries)		978-1-0982-0087-9				Lower Elementary				
Elementary	Paises Set 2 (Countries)		978-1-0982-6988-3				Lower Elementary				
Elementary	Paletero man	Diaz, Lucky	9780063014442						Reviews: Kirkus Reviews (+), The Bulletin		
Elementary	Party Animal	Nick Bruel	978-1-250-88479-4								
Elementary	Pase completo (Daydream Receiver)	Jake Maddox		978-1-4965-8576-9			4-12				
Elementary	Patrick Mahomes	Kevin Frederickson	978-1-64519-045-5								
Elementary	Pax, journey home	Pennypacker, Sara	9781668886878				Upper Elementary	Horn Book Magazi	Booklist (July	Kirkus Reviews starred (Ju	
Elementary	Pea, Bee, & Jay. 1,Stuck together	Smith, Brian	9781713733522		9780062981172	9780062981165	Lower Elementary	Grades 2-4	Ages 6-10	Ages 6-10	Gr 2-4
Elementary	Pea, Bee, & Jay. 2,Wannabees	Smith, Brian	9781544451992		9780062981202	9780062981196	Lower Elementary				
Elementary	Pea, Bee, & Jay. 3,Lift off	Smith, Brian	9781713758495		9780062981233	9780062981226	Lower Elementary				
Elementary	Pea, Bee, & Jay. 4,Farm feud	Smith, Brian	9781668810392		9780062981264	9780062981257	Lower Elementary				
Elementary	Pea, Bee, & Jay. 5,Gotta find Gramps	Smith, Brian	9781516078554		9780063236691	9780063236684	Lower Elementary				
Elementary	Pea, Bee, & Jay. 6,The big bully	Smith, Brian	9781516057283		9780063236721	9780063236714	Lower Elementary				
Elementary	Peanut butter and Jelly	Clanton, Ben	9780735262454						Reviews: School Library Journal,		
Elementary	Penelope Rex and the problem with pets	Higgins, Ryan T			9781368089609		Lower Elementary		Ages 4-7		
Elementary	Penny draws a best friend	Shepard, Sara	9780593616772				Upper Elementary	Booklist (March 15	Kirkus Review	Publishers Weekly (April 3	
Elementary	Penny draws a class trip	Shepard, Sara	9780593616864				Upper Elementary				
Elementary	Penny draws a school play	Shepard, Sara	9780593616802				Upper Elementary	Kirkus Reviews (August 1, 2023) Journal entrie			
Elementary	Penny draws a secret adventure	Shepard, Sara	9780593616833				Upper Elementary	Kirkus Reviews (January 15, 2024) While Penny			
Elementary	Penny draws a team sport	Shepard, Sara	9780593700310				Upper Elementary				
Elementary	Penny the Pony Fairy	Meadows, Daisy	1-667-20714-8	978-1-667-20714-8		978-0-8000-6432-7	Upper Elementary				
Elementary	Pequenos activistas: especies en peligro (Little Activists: Endangered Species)		978-1-5321-8751-3				Lower Elementary				
Elementary	Perfect Dress	Lagonegro, Melissa	978-0-605-23151-1	978-0-7364-2558-2			1.7				
Elementary	Peril at Granite Peak	Dixon, Franklin W	9781489886743				Upper Elementary	Booklist (May 1, 20	Horn Book Guide (Fall 201		
Elementary	Perros set 3		979-8-3849-0205-8				Lower Elementary				
Elementary	Perros Set 4 (Dogs)		979-8-3849-0429-8				Lower Elementary				
Elementary	Pet for Fly Guy	Tedd Arnold	978-0-545-31615-6								
Elementary	Pete the cat : I love my white shoes	Litwin, Eric	9780061906220				Lower Elementary				
Elementary	Pete the cat and the bedtime blues	Dean, James	9780062304308				Lower Elementary				
Elementary	Pete the Cat for class president!	Dean, James	9780063111486				Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Pete the Cat rocks on!	Dean, James	9780063111493				Lower Elementary				
Elementary	Pete the Cat scaredy cat!	Dean, James	9780063096141				Lower Elementary				
Elementary	Pete the cat's cool new ride	Dean, James	9780063350458				Lower Elementary				
Elementary	Pete the Cat's Mars mission	Dean, James	9780063096172				Lower Elementary				
Elementary	Pete the Cat's Wacky Taco Tuesday	Dean, James	0062974416, 080006	9780062974419, 9780800068943			Lower Elementary				PreS-Gr 2 —
Elementary	Pete the kitty and the case of the hiccups	Dean, James	9780062868275				Lower Elementary				
Elementary	Pete the kitty and the three bears	Dean, James	9780063096080				Lower Elementary				
Elementary	Phantom of the Post Office	Klise, Kate	0-544-02281-5	978-0-544-02281-2		978-0-605-59581-1	Upper Elementary				
Elementary	Phoebe and Her Unicorn	Simpson, Dana	978-0-605-88510-3	978-1-449-44620-8			3.4				
Elementary	Phoebe and Her Unicorn in the Magic Storm	Simpson, Dana	978-0-605-98420-2	978-1-449-48359-3			3.2				
Elementary	Picture-Perfect Peril!	McKeever, Sean	1-599-61212-7	978-1-599-61212-6			Upper Elementary				
Elementary	Pig the elf	Blabey, Aaron	9781338221220				Lower Elementary				
Elementary	Pig the fibber	Blabey, Aaron	9781338291766				Lower Elementary				
Elementary	Pig the monster	Blabey, Aaron	9781338764017				Lower Elementary				
Elementary	Pig the pug	Blabey, Aaron	9781338545487				Lower Elementary				
Elementary	Pig the pug	Blabey, Aaron	9781338112450				Lower Elementary				
Elementary	Pig the rebel	Blabey, Aaron	9781338859195				Lower Elementary				
Elementary	Pig the slob	Blabey, Aaron	9781338713718				Lower Elementary				
Elementary	Pig the star	Blabey, Aaron	9781338280210				Lower Elementary				
Elementary	Pig the stinker	Blabey, Aaron	9781338337549				Lower Elementary				
Elementary	Pig the tourist	Blabey, Aaron	9781338593396				Lower Elementary				
Elementary	Pig the Tourist	Aaron Blabey	978-1-338-59339-6								
Elementary	Pig the winner	Blabey, Aaron	9781338845044				Lower Elementary				
Elementary	Pigeon Finds a Hot Dog!	Mo Willems	978-0-7868-1869-3								
Elementary	Pigeon Has to Go to School!	Mo Willems	978-1-368-04645-9								
Elementary	Pigeon will ride the roller coaster!	Willems, Mo	9781454946861				Lower Elementary				
Elementary	Pigeon Will Ride the Roller Coaster!	Mo Willems	978-1-4549-4686-1								
Elementary	Pigs dig a road	Finison, Carrie	9781984816542				Lower Elementary				
Elementary	Pigs make me sneeze!	Willems, Mo	9781423114116						Reviews: School Library Journal (+), Book		
Elementary	Pirate invasion	Emerson, Marcus	9781098252410				Upper Elementary				
Elementary	Pirates Past Noon	Osborne, Mary Pope	0593174836, 080002	9780593174838, 9780800028725			Lower Elementary				
Elementary	Pizza and Taco: Coolest Club Ever!	Stephen Shaskan	978-0-593-81452-9								
Elementary	Planting Stories: The Life of Librarian and Storyteller Pura Belpre	Denise, Anika Aldamuy	0-06-274868-8	978-0-06-274868-3		978-0-7804-3566-7	Lower Elementary				
Elementary	Plants vs. zombies. Battle extravagonzo	Tobin, Paul	9781506701899				Middle School				
Elementary	Plants vs. zombies. Battle extravagonzo.#1	Tobin, Paul	9781532143809				Upper Elementary				
Elementary	Plants vs. zombies. Battle extravagonzo.#2	Tobin, Paul	9781532143816				Upper Elementary				
Elementary	Plants vs. zombies. Boom Boom Mushroom.#1	Tobin, Paul	9781532141249				Upper Elementary				
Elementary	Plants vs. zombies. Boom Boom Mushroom.#2	Tobin, Paul	9781532141256				Upper Elementary				
Elementary	Plants vs. zombies. Boom Boom Mushroom.#3	Tobin, Paul	9781532141263				Upper Elementary				
Elementary	Plants vs. zombies. Bully for you.#1	Tobin, Paul	9781614795346				Upper Elementary				
Elementary	Plants vs. zombies. Bully for you.#2	Tobin, Paul	9781614795353				Upper Elementary				
Elementary	Plants vs. zombies. Bully for you.#3	Tobin, Paul	9781614795360				Upper Elementary				
Elementary	Plants vs. zombies. Garden warfare.#1	Tobin, Paul	9781532141270				Upper Elementary				
Elementary	Plants vs. zombies. Garden warfare.#2	Tobin, Paul	9781532141287				Upper Elementary				
Elementary	Plants vs. zombies. Garden warfare.#3	Tobin, Paul	9781532141294				Upper Elementary				
Elementary	Plants vs. zombies. Garden warfare.Volume 2	Tobin, Paul	9781506705484				Upper Elementary				
Elementary	Plants vs. zombies. Grown sweet home.#1	Tobin, Paul	9781614795377				Upper Elementary				
Elementary	Plants vs. zombies. Grown sweet home.#2	Tobin, Paul	9781614795384				Upper Elementary				
Elementary	Plants vs. zombies. Grown sweet home.#3	Tobin, Paul	9781614795391				Upper Elementary				
Elementary	Plants vs. zombies. Lawn of doom.#1	Tobin, Paul	9781532143830				Upper Elementary				
Elementary	Plants vs. zombies. Lawn of doom.#2	Tobin, Paul	9781532143847				Upper Elementary				
Elementary	Plants vs. zombies. Lawn of doom.#3	Tobin, Paul	9781532143854				Upper Elementary				
Elementary	Plants vs. zombies. Lawnmageddon.#1	Tobin, Paul	9781614795407				Upper Elementary				
Elementary	Plants vs. zombies. Lawnmageddon.#2	Tobin, Paul	9781614795414				Upper Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Plants vs. zombies. Lawnmageddon.#3	Tobin, Paul	9781614795421				Upper Elementary				
Elementary	Plants vs. zombies. Petal to the metal.#1	Tobin, Paul	9781532141300				Upper Elementary				
Elementary	Plants vs. zombies. Petal to the metal.#2	Tobin, Paul	9781532141317				Upper Elementary				
Elementary	Plants vs. zombies. Petal to the metal.#3	Tobin, Paul	9781532141324				Upper Elementary				
Elementary	Plants vs. zombies. Rumble at Lake Gumbo.#1	Tobin, Paul	9781532147630				Upper Elementary				
Elementary	Plants vs. zombies. Rumble at Lake Gumbo.#2	Tobin, Paul	9781532147647				Upper Elementary				
Elementary	Plants vs. zombies. Rumble at Lake Gumbo.#3	Tobin, Paul	9781532147654				Upper Elementary				
Elementary	Plants vs. zombies. The greatest show unearthed	Tobin, Paul	9781506702988				Middle School				
Elementary	Plants vs. zombies. The greatest show unearthed.#1	Tobin, Paul	9781532147609				Upper Elementary				
Elementary	Plants vs. zombies. The greatest show unearthed.#2	Tobin, Paul	9781532147616				Upper Elementary				
Elementary	Plants vs. zombies. The greatest show unearthed.#3	Tobin, Paul	9781532147623				Upper Elementary				
Elementary	Plants vs. zombies. Timepocalypse.#1	Tobin, Paul	9781614795438				Upper Elementary				
Elementary	Plants vs. zombies. Timepocalypse.#3	Tobin, Paul	9781614795452				Upper Elementary				
Elementary	Plate of Hope	Erin Frankel	978-0-593-38058-1								
Elementary	Platypus	Grace Hansen	978-1-5321-8545-8								
Elementary	Platypuses	Elsie Olson	978-1-0982-9514-1								
Elementary	Pocket Bear	Applegate, Katherine	1-25090-436-6	978-1-25090-436-2			Upper Elementary	Grades 3-6	Ages 8-12	Ages 8-12	
Elementary	Pocket bear	Applegate, Katherine	9781250904362				Lower Elementary				
Elementary	Poison Puzzle	Patterson, James	0-316-41233-3	978-0-316-41233-9		978-0-8000-5252-2	Upper Elementary		Ages 9-13		
Elementary	Pop! goes the nursery rhyme	Bird, Betsy	9781454960461				Lower Elementary				
Elementary	Popcorn	Harrell, Rob	9780593697924				Upper Elementary				
Elementary	Poppy and Branch's Big Adventure	Miller, Mona	978-0-605-96453-2	978-0-399-55870-2			2.8				
Elementary	Power of the fire dragon	West, Tracey	9781489889911	9780545646321		9780545646314	Lower Elementary				
Elementary	Power Play	Ridley Pearson	978-1-368-04628-2								
Elementary	Princess Posey and the crazy, lazy vacation	Greene, Stephanie	9781518105524				Lower Elementary	Booklist (Decembe	Horn Book Guide (Fall 201		
Elementary	Princess Posey and the first grade ballet	Greene, Stephanie	9781518105517				Lower Elementary	Booklist (December 1, 2014 (Vol. 111, No. 7)) C			
Elementary	Princess Posey and the first grade boys	Greene, Stephanie	9781489819888				Lower Elementary	Horn Book Guide (Fall 2014) In her eighth easy			
Elementary	Princess Posey and the first grade play	Greene, Stephanie	9781518186455				Lower Elementary	Booklist (February	Horn Book Guide (Fall 201		
Elementary	Princess Posey and the new first grader	Greene, Stephanie	9780329987442				Lower Elementary	School Library Jou	Booklist (June	Horn Book Guide (Fall 201	
Elementary	Princess Story Collection	Random House Disney Staff		978-0-7364-2486-8			1				
Elementary	Pua and Heihei	Tillworth, Mary	978-0-605-96461-7	978-0-7364-3684-7			1.5				
Elementary	Puedo Jugar Yo Tambien? (Can I Play Too?)	Mo Willems	978-1-368-02134-0								
Elementary	Punk Rock Unicorn	Simpson, Dana	1524879223, 080005	9781524879228, 9780800055776			Lower Elementary				
Elementary	Punk Rock Unicorn: Another Phoebe and Her Unicorn Adventure	Simpson, Dana	978-0-8000-5577-6	978-1-524-87922-8			3.7				
Elementary	Que Tu Vida Sea Deliciosa (May Your Life Be Deliciosa)	Michael Genhart	978-1-64473-818-4								
Elementary	Queen of the World!	Holm, Jennifer L. & Matthew	978-0-605-02666-7	978-0-375-83229-1			2.2				
Elementary	Quest of danger	Gibbs, Stuart	9781665917476				Upper Elementary				
Elementary	Quien Es El Major?	Shaskan, Stephen		978-0-593-70432-5			1				
Elementary	Race to Krakatoa	Peabody, J. D	9798368754260				Upper Elementary				
Elementary	Rainbow Fish	Pfister, Marcus	9781558580091				Lower Elementary				
Elementary	Rainbow Fish	Pfister, Marcus	978-0-7804-7392-8	978-1-558-58009-1			3.3				
Elementary	Rainbow Fish and the Big Blue Whale	Pfister, Marcus		978-0-7358-1009-9			3.6				
Elementary	Rainbow Fish and the great escape	Pfister, Marcus	9780735845909				Lower Elementary				
Elementary	Rainbow Fish and the Sea Monsters' Cave	Pfister, Marcus		978-0-7358-1536-0			3				
Elementary	Rainbow Fish Finds His Way	Pfister, Marcus		978-0-7358-2084-5			3.5				
Elementary	Ramona and her mother	Cleary, Beverly	9781413147766				Upper Elementary	Horn Book Guide starred (October, 2006) Five c			
Elementary	Ramona's world	Cleary, Beverly	9781413147780				Upper Elementary	School Library Jou	Horn Book Ma	Booklist starred (Vol. 95, N	
Elementary	Raspas Con Mi Grandpa: A Spanglish Story for Children	Garza, Eliza	978-0-8000-9246-7	979-83-573-7876-7			2				
Elementary	Rat Attack!	Avatar, Ari	9798318913549				Upper Elementary				
Elementary	Razzle Dazzle Unicorn	Simpson, Dana	978-0-7804-1340-5	978-1-449-47791-2			3.6				
Elementary	Ready? Set. Birthday!	Nelson, Vaunda Micheaux	9780593563724				Lower Elementary				Gr 1-3
Elementary	Ready? Set. Puppies!	Nelson, Vaunda Micheaux	9781516085514				Lower Elementary				PreS-Gr 1
Elementary	Recess	Smith, Lane	9781419776892				Lower Elementary				
Elementary	Recess is a jungle!	Chabert, Jack	9780545873536				Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Return to Black Bear Mountain	Dixon, Franklin W	9781725466890				Upper Elementary				
Elementary	Revolution	Gibbs, Stuart	978-0-8000-0153-7	978-1-534-44379-2			5.9				
Elementary	Rise of the earth dragon	West, Tracey	9781489821416	9780545646246		9780545646239	Lower Elementary	Grades 1-3	Ages 7-10		Gr 1-3
Elementary	Rise of the red ninjas	Emerson, Marcus	9781098252427				Upper Elementary				
Elementary	Rising storm	Hunter, Erin	9781489864130		9780060000059	9780062366993	Middle School	Grades 6-9			
Elementary	Roanoke Colony	Virginia Loh-Hagan	978-1-63472-897-3								
Elementary	Roar of the thunder dragon	West, Tracey	9781537956183	9781338042931		9781338042924	Lower Elementary				
Elementary	Robot rescue!	Dixon, Franklin W	9781713747680				Lower Elementary				
Elementary	Rock Out!	Stephen Shaskan	978-0-593-48125-7								
Elementary	Rock Out!	Shaskan, Stephen		978-0-593-48124-0			2				
Elementary	Rocket arm	Green, Tim	9780062796899				Upper Elementary	Kirkus Reviews (September 1, 2025) A talented			
Elementary	Royal Conundrum	Yee, Lisa	1-9848302-9-5	978-1-9848302-9-6		978-0-8000-7571-2	Upper Elementary			Ages 8-12	Gr 4-7
Elementary	Rubble to the Rescue!	Depken, Kristen L.	978-0-605-89751-9	978-0-553-52290-7			1.6				
Elementary	Ruins of Gorlan	Flanagan, John	0-14-240663-5	978-0-14-240663-2		978-0-605-02696-4	Upper Elementary				
Elementary	Rumble of the Coaster Ghost	Troy Cummings	978-1-5321-4280-2								
Elementary	Rumble with the Romans!	Northfield, Gary	1-53797-317-7 (0-763	978-1-53797-317-3 (978-0-7636-9846-1)			Upper Elementary	Grades 3-5	Ages 10-12	Ages 7-10	Gr 2-5
Elementary	Rush Hour!	McKeever, Sean	1-599-61215-1	978-1-599-61215-7			Upper Elementary				
Elementary	Salt in his shoes : Michael Jordan in pursuit of a dream	Jordan, Deloris	9781413190083		9780689833717	9780689834196	Upper Elementary	Ages 5-9			Gr 2-4
Elementary	Sam battles the machine!	Chabert, Jack	9780545873796				Lower Elementary				
Elementary	Samantha Sanderson at the movies	Caroll, Robin	9780310742456				Upper Elementary	School Library Jou	Booklist (May	Kirkus Reviews (April 15,	
Elementary	Samantha Sanderson off the record	Caroll, Robin	9780310742494				Upper Elementary	School Library Jou	Booklist (May 1, 2015 (Vol.		
Elementary	Samantha Sanderson on the scene	Caroll, Robin	9780310742470				Upper Elementary	School Library Journal (May 1, 2014) Gr 5-7-Sc			
Elementary	Santa claws	Heos, Bridget	9781250909497				Lower Elementary				
Elementary	Santarella : a merry twist on Cinderella	Senior, Suzy	1-6643-0032-5	978-1-6643-0032-3			Lower Elementary				
Elementary	Sasquatch and the Muckleshoot	Gidwitz, Adam	9781725482975				Upper Elementary	School Library Jou	Booklist (December 15, 201		
Elementary	Saving the sun dragon	West, Tracey	9781489821423	9780545646260		9780545646253	Lower Elementary				
Elementary	Scaredy Squirrel Gets a Surprise	Melanie Watt	978-0-593-30758-8								
Elementary	Scaredy Squirrel Gets Festive	Melanie Watt	978-0-593-30762-5								
Elementary	Scaredy Squirrel Goes Camping	Melanie Watt	978-0-593-30747-2								
Elementary	Scaredy Squirrel Scared Silly	Melanie Watt	978-0-593-30765-6								
Elementary	Scaredy Squirrel Visits the Doctor	Melanie Watt	978-0-593-30743-4								
Elementary	Scaredy-Cat, Splat!	Rob Scotton	978-0-06-236897-3								
Elementary	Scariest book ever	Shea, Bob	9781484730461				Lower Elementary				
Elementary	Scariest kitten in the world	Messner, Kate	9780374390051				Lower Elementary				
Elementary	Scariest story you've ever heard!	Keres, Ron	9781464258848				Lower Elementary				
Elementary	Scarlet Shedder	Dav Pilkey	978-1-5364-8408-3								
Elementary	Scary Library Shusher	Andres Miedoso	978-1-5321-4983-2								
Elementary	Scavengers	Emerson, Marcus	9781098255893				Upper Elementary	School Library Journal (October 1, 2025) Gr 3-5			
Elementary	School freezes over!	Chabert, Jack	9780545873741				Lower Elementary				
Elementary	School is alive!	Chabert, Jack	9780545623933				Lower Elementary				
Elementary	School Secretary from the Black Lagoon	Mike Thaler	978-1-61479-198-0								
Elementary	Science fair is freaky!	Chabert, Jack	9780545873697				Lower Elementary				
Elementary	Sea life secrets	Dixon, Franklin W	9781713703037				Lower Elementary				
Elementary	Sea Turtles/Tortugas Marinas (Animals That Live in the Ocean/Animales	Valerie J. Weber	083689250X	978-0836892505			Lower Elementary				
Elementary	Search for the lightning dragon	West, Tracey	9781518192159	9781338042894		9781338042887	Lower Elementary				
Elementary	Search for the Spyglass!	Lagonegro, Melissa and Random House		978-0-593-12790-2			2				
Elementary	Secret Agent Mater	Lagonegro, Melissa	978-0-605-52133-9	978-0-7364-8095-6			0.8				
Elementary	Secret of the red arrow	Dixon, Franklin W	9781489886750				Upper Elementary	Horn Book Guide (Fall 2013) After the many leg			
Elementary	Secret of the water dragon	West, Tracey	9781489839947			9780545646284	Lower Elementary				
Elementary	Secrets of the purple pearl	McKinnon, Kate	9780316555296				Lower Elementary				
Elementary	Ser Responsables/ Being Responsible: Un Libro Sobre La Responsabilid	Mary Small	1404838473	978-1404838475			Lower Elementary				
Elementary	Shadow over Aetheria	Cube Kid, Cube	0-8000-9862-5,1-524	978-1-524-89248-7			Upper elementary				
Elementary	Shadows at Predator Reef	Dixon, Franklin W	9781489886767				Upper Elementary	Horn Book Guide (Fall 2015) Disaster hits the s			
Elementary	Shakira (Torque: Music Superstars)	Birdoff, Ariel Factor		979-88-930450-3-1			Upper elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Shell Game	Ridley Pearson	978-1-368-04629-9								
Elementary	Shine of the silver dragon	West, Tracey	9781549053825		9781338263664	9781338263657	Lower Elementary				
Elementary	Showdown at Widow Creek	Dixon, Franklin W	9781489898470				Upper Elementary				
Elementary	Sidekicks. Book 1	Santat, Dan	9798368720180				Upper Elementary				
Elementary	Silly Kitty y el dia de nieve	Lopetz, Nicola and Vega, Pablo de l	1-03-962151-1	978-1-03-962151-0			Lower Elementary				
Elementary	Silly Kitty y la noche espeluznante	Lopetz, Nicola and Vega, Pablo de l	1-03-962152-X	978-1-03-962152-7			Lower Elementary				
Elementary	Simbolos de los Estados Unidos (US Symbols)		978-1-0982-0073-2				Lower Elementary				
Elementary	Sing It Out	Wooster, Devin Ann	978-0-605-89740-3	978-0-553-52438-3			1.5				
Elementary	Sing with Me: The Story of Selena Quintanilla	Diana Lopez	978-0-593-11095-9								
Elementary	Sleepy : surprising ways animals snooze	Ward, Jennifer	9781665935104				Lower Elementary				
Elementary	Sleepy sheepy	Cummins, Lucy Ruth	9780593465912				Lower Elementary				
Elementary	Sleepy Sheepy and the sheepover	Cummins, Lucy Ruth	9780593465943				Lower Elementary				
Elementary	Snap of the Super-Goop	Troy Cummings	978-1-5321-4281-9								
Elementary	Snatchabook	Docherty, Helen	1-7282-5009-9	978-1-7282-5009-0		978-0-8000-0433-0	Lower Elementary				
Elementary	Snow Kid	Sima, Jessie	9781665966085				Lower Elementary				
Elementary	Snowmen's twelve nights of Christmas	Buehner, Caralyn	978-0-593-62472-2				Lower Elementary				
Elementary	So Much More to Helen!: The Passions and Pursuits of Helen Keller	Pincus, Meeg	1-534-11151-4	978-1-534-11151-6			Lower Elementary				
Elementary	Soccer GOATs	Abdo, Kenny		9781098285678			Upper Elementary				
Elementary	Soccer Simulator	Avatar, Ari	9798318905902				Upper Elementary				
Elementary	Soccer Teams from Around the World	Megan Cooley Peterson		978-1-68072-170-6			4-12				
Elementary	Soda Pop Head	Cook, Julia	9781518174735				Upper Elementary				
Elementary	Song of the poison dragon	West, Tracey	9781518113802	9780545913881		9780545913874	Lower Elementary				
Elementary	Sonic the Hedgehog. 1,Fallout!	Flynn, Ian	9781516050031				Upper Elementary				
Elementary	Sonic the Hedgehog. 10,Test run!	Stanley, Evan	9781668816295				Upper Elementary				
Elementary	Sonic the Hedgehog. 11,Zeti hunt!	Flynn, Ian	9781668832073				Upper Elementary				
Elementary	Sonic the Hedgehog. 12,Trial by fire	Stanley, Evan	9781668859612				Upper Elementary				
Elementary	Sonic the Hedgehog. 14,Overpowered	Stanley, Evan	9781516046348				Upper Elementary				
Elementary	Sonic the Hedgehog. 15,Urban warfare	Flynn, Ian	9781516068708				Upper Elementary				
Elementary	Sonic the Hedgehog. 16,Misadventures	Flynn, Ian	9781516086252				Upper Elementary				
Elementary	Sonic the Hedgehog. 17,Adventure awaits	Flynn, Ian	9798368755267				Upper Elementary				
Elementary	Sonic the Hedgehog. 18,Extreme competition.		9798368751856				Upper Elementary				
Elementary	Sonic the Hedgehog. 2,The fate of Dr. Eggman	Flynn, Ian	9781544432861				Upper Elementary				
Elementary	Sonic the Hedgehog. 3,Battle for Angel Island	Flynn, Ian	9781544432878				Upper Elementary				
Elementary	Sonic the Hedgehog. 4,Infection	Flynn, Ian	9781544435169				Upper Elementary				
Elementary	Sonic the Hedgehog. 5,Crisis city	Flynn, Ian	9781544441696				Upper Elementary				
Elementary	Sonic the Hedgehog. 6,The last minute	Flynn, Ian	9781725499751				Upper Elementary				
Elementary	Sonic the Hedgehog. 7,All or nothing	Flynn, Ian	9781544459455				Upper Elementary				
Elementary	Sonic the Hedgehog. 8,Out of the blue.		9781713740421				Upper Elementary				
Elementary	Sonic the Hedgehog. 9,Chao races & Badnik bases	Stanley, Evan	9781544459127				Upper Elementary				
Elementary	Sonrie (Smile)	Raina Telgemeier	978-1-5364-8966-8								
Elementary	Soy Responsable: Cuento infantil educativo con ilustraciones para apren	Antonio Carcajadas		979-8322261117			Lower Elementary				
Elementary	Space Shuttle Challenger	Todd Kortemeier	978-1-5321-9075-9								
Elementary	Spaceman	Cecil, Randy	9781536226164				Lower Elementary				
Elementary	Spanish is the language of my family	Genhart, Michael			9780823450046		Lower Elementary		Ages 4-8	Ages 4-8	K-Gr 3
Elementary	Sparkling Stories of Phoebe and Her Unicorn: Two Books in One	Simpson, Dana		978-1-524-88090-3			3				
Elementary	Speak Up, Santiago!	Julio Anta	978-0-593-65165-0								
Elementary	Spider in the well	Hannigan, Jess	9780063289475				Lower Elementary				
Elementary	Spider in the Well	Jess Hannigan		978-0-06-328947-5			Lower Elementary				
Elementary	Spider-Man in Marked for Destruction by Dr. Doom!	Quantz, Daniel	1-599-61015-9	978-1-599-61015-3			Upper Elementary				
Elementary	Spider-Man in the Coming of the Scorpion!	Raicht, Mike	1-599-61018-3	978-1-599-61018-4			Upper Elementary				
Elementary	Spider-Man in the Man Called Electro!	Dezago, Todd	1-599-61021-3	978-1-599-61021-4			Upper Elementary				
Elementary	Spider-Man in Unmasked by Doctor Octopus!	Dezago, Todd	1-599-61010-8	978-1-599-61010-8			Upper Elementary				
Elementary	Spider-Man Versus Doctor Octopus	Quantz, Daniel	1-599-61011-6	978-1-599-61011-5			Upper Elementary				
Elementary	Spidey Strikes Back!	Dezago, Todd	1-599-61017-5	978-1-599-61017-7			Upper Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Spirit week shenanigans	Emerson, Marcus	9781098255909				Upper Elementary	School Library Journal (October 1, 2025) Gr 3-5			
Elementary	Splash pad sabotage	Dixon, Franklin W	9798368702148				Lower Elementary				
Elementary	Splat the Cat: A Whale of a Tale	Amy Hsu Lin, Rob Scotton	978-0-06-209024-9								
Elementary	Splat the Cat: The Rain Is a Pain	Amy Hsu Lin, Rob Scotton	978-0-06-209018-8								
Elementary	Spooky Cabin	Random House	978-0-605-97864-5	978-1-524-71694-3			1.6				
Elementary	Spooky castles	Borgert-Spaniol, Megan		9781532193309			Upper Elementary				
Elementary	Spooky cemeteries	Olson, Elsie		9781532193316			Upper Elementary				
Elementary	Spooky Folktales	B. A. Hoena	978-1-5435-4151-9								
Elementary	Spooky forests & caves	Olson, Elsie		9781532193323			Upper Elementary				
Elementary	Spooky historical sites	Wilken, Scott		9781532193330			Upper Elementary				
Elementary	Spooky hospitals	Rusick, Jessica		9781532193347			Upper Elementary				
Elementary	Spooky schools & libraries	Olson, Elsie		9781532193354			Upper Elementary				
Elementary	Spy Camp	Gibbs, Stuart	978-0-605-80417-3	978-1-442-45754-6			5.2				
Elementary	Spy School	Gibbs, Stuart	978-0-605-60880-1	978-1-442-42183-7			5.3				
Elementary	Spy School at Sea	Gibbs, Stuart	978-0-8000-3115-2	978-1-534-47944-9			6.1				
Elementary	Spy School Entrance Exam: A Spy School Book of Devious Word Search	Gibbs, Stuart and Chen, Jeff		978-1-665-95136-4			1.3				
Elementary	Spy School Goes North	Gibbs, Stuart	978-0-8000-8011-2	978-1-665-93475-6			6.1				
Elementary	Spy School Goes South	Gibbs, Stuart	978-0-7804-6202-1	978-1-481-47786-4			5.6				
Elementary	Spy School Goes Wild	Gibbs, Stuart	1665934786, 080009	9781665934787, 9780800092412			Upper Elementary (4-7)				
Elementary	Spy School Goes Wild	Gibbs, Stuart	978-0-8000-9241-2	978-1-665-93478-7			5.8				
Elementary	Spy School Project X	Gibbs, Stuart	978-0-8000-4605-7	978-1-534-47950-0			6				
Elementary	Spy School Secret Service	Gibbs, Stuart	978-0-7804-2655-9	978-1-481-47783-3			6				
Elementary	Spy School: Goes North	Gibbs, Stuart	1665934751, 080008	9781665934756, 9780800080112			Upper Elementary (4-7)				
Elementary	Spy Ski School	Gibbs, Stuart	978-0-605-98995-5	978-1-481-44563-4			5.2				
Elementary	Squash & Pumpkin : #squashgoals	McQueen, G. G.	9780593805909				Lower Elementary				
Elementary	Squirrel-ish	Edlund, Bambi	9781771475174				Lower Elementary				
Elementary	Squished	Megan Wagner Lloyd	978-1-338-56894-3								
Elementary	Stink and the big bad badgers	McDonald, Megan	9781536225761				Upper Elementary				
Elementary	Stitch-or-treat!	Geron, Eric	9781668832134			9780736443050	Lower Elementary				PreS-K
Elementary	Stitch. Spring fever!	Murphy, Virgina	9798368751887			9780736445344	Lower Elementary				PreS-Gr 1
Elementary	Stolen identity	Dixon, Franklin W	9781544402864				Upper Elementary				
Elementary	Stranger	Van Allsburg, Chris	0-395-42331-7	978-0-395-42331-8		978-0-8000-7367-1	Lower Elementary				
Elementary	Stuck	Miller, Kayla	9780063285668				Upper Elementary				
Elementary	Stuck	Miller, Kayla	9798368778303		9780063285668	9780063285651	Upper Elementary				
Elementary	Stuck Together	Brian Smith	978-0-06-298117-2								
Elementary	Suckerpunch	Emerson, Marcus	9781098255947				Upper Elementary	School Library Journal (October 1, 2025) Gr 3-5			
Elementary	Sugar Glider	Rachel Rose	979-8-89577-048-1								
Elementary	Sunset of the Sabertooth	Osborne, Mary Pope	0593706005, 080008	9780593706008, 9780800085605			Lower Elementary				
Elementary	Super gross butts	Lavelle, Kari	9781464233036				Lower Elementary				
Elementary	Super gross butts (Butt Or Face?)	Lavelle, Kari	9781464233036				Lower Elementary				
Elementary	Super Narwhal and Jelly Jolt	Clanton, Ben	9781101918296				Lower Elementary				
Elementary	Super Narwhal and Jelly Jolt	Clanton, Ben	9781101918296						Reviews: School Library Journal (+),		
Elementary	Super Potato. #10,Super Potato's Middle Ages adventure	Laperla	9781728478302				Upper Elementary				
Elementary	Super Potato. #13.Super Potato and the sewer smackdown	Laperla	9798765661161				Upper Elementary				
Elementary	Super Potato. #2.Super Potato's galactic breakout	Laperla	9781541526464				Upper Elementary	School Library Jou	Kirkus Reviews (November		
Elementary	Super Potato. #3,Super Potato's mega time-travel adventure	Laperla	9781541572874				Upper Elementary	Kirkus Reviews (June 1, 2019) Superhero storie			
Elementary	Super Potato. #4,Super Potato and the mutant animal mayhem	Laperla	9781541587014				Upper Elementary				
Elementary	Super Potato. #5,Super Potato and the castle of robots	Laperla	9781728412931				Upper Elementary	Kirkus Reviews (May 15, 2020) This graphic no			
Elementary	Super potato. #6,Super Potato gets buff	Laperla	9781728420226				Upper Elementary				
Elementary	Super Potato. #7,Super Potato and the greenhouse of evil	Laperla	9781728431093				Upper Elementary				
Elementary	Super Potato. #8,Super Potato and the soaring terror of the pterosaur	Laperla	9781728448749				Upper Elementary				
Elementary	Super Potato. #9,Super Potato's all-night dinosaur fight	Laperla	9781728462950				Upper Elementary				
Elementary	Super scary Narwhalloween	Clanton, Ben	9780735266742						Reviews: Kirkus Reviews, The Hornbook,		
Elementary	Super-Awesome Comic!	Stephen Shaskan	978-0-593-37604-1								

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Super-Awesome Comic!	Shaskan, Stephen		978-0-593-37603-4			2.6				
Elementary	Superestrella del futbol (Soccer Superstar)	Jake Maddox		978-1-6690-5584-6			4-12				
Elementary	Superteacher project	Korman, Gordon	9780063032798				Upper Elementary				
Elementary	Surf's Up, Creepy Stuff!	Andres Miedoso	978-1-5321-4981-8								
Elementary	Survive the island	Avatar, Ari	9798368720241				Upper Elementary				
Elementary	Tale of Two Sisters	Lagonegro, Melissa	978-0-605-71672-8	978-0-7364-3120-0			1.5				
Elementary	Tales from a not-so-best friend forever	Russell, Rachel Renee	9781534427204				Upper Elementary				
Elementary	Tales from a not-so-best friend forever	Russell, Rachel Renee	9781544416649		9781534427204		Upper Elementary				
Elementary	Tales from a not-so-bratty little sister	Russell, Rachel Renee	9781665974608				Upper Elementary				Gr 5-Up
Elementary	Tales from a not-so-bratty little sister	Russell, Rachel Renee	9798368740300		9781665974608		Upper Elementary				Gr 5-Up
Elementary	Tales from a not-so-dorky drama queen	Russell, Rachel Renee	9781518107405		9781442487697		Upper Elementary				
Elementary	Tales from a not-so-fabulous life	Russell, Rachel Renee	9780329877330		9781416980063		Upper Elementary		Ages 9-13		Gr 5-8
Elementary	Tales from a not-so-friendly frenemy	Russell, Rachel Renee	9781537900261		9781481479202		Upper Elementary				
Elementary	Tales from a not-so-glam TV star	Russell, Rachel Renee	9781518107382		9781442487673		Upper Elementary	Grades 4-7			Gr 4-8
Elementary	Tales from a not-so-graceful ice princess	Russell, Rachel Renee	9781518107351		9781442411920		Upper Elementary				
Elementary	Tales from a not-so-happily ever after	Russell, Rachel Renee	9781518107399		9781481421843		Upper Elementary				
Elementary	Tales from a not-so-happy birthday	Russell, Rachel Renee	9781544406848		9781534426382		Upper Elementary				
Elementary	Tales from a not-so-happy heartbreaker	Russell, Rachel Renee	9781518107375		9781442449633		Upper Elementary				Gr 5-8
Elementary	Tales from a not-so-perfect pet sitter	Russell, Rachel Renee	9781518107412		9781481457040		Upper Elementary				
Elementary	Tales from a not-so-popular party girl	Russell, Rachel Renee	9781516041565		9781416980087		Upper Elementary			Ages 9-13	Gr 4-7
Elementary	Tales from a not-so-posh Paris adventure	Russell, Rachel Renee	9781534480483				Upper Elementary				
Elementary	Tales from a not-so-posh Paris adventure	Russell, Rachel Renee	9781713731351		9781534480483		Upper Elementary				
Elementary	Tales from a not-so-secret crush catastrophe	Russell, Rachel Renee	9781537976891		9781534405608		Upper Elementary				
Elementary	Tales from a not-so-smart Miss Know-It-All	Russell, Rachel Renee	9781518107368		9781442449619		Upper Elementary	Grades 4-6			
Elementary	Tales from a not-so-talented pop star	Russell, Rachel Renee	9781518107344		9781442411906		Upper Elementary				
Elementary	Taylor Swift	Suzane Nguyen	979-8-89304-267-2								
Elementary	Taylor Swift: Iconic Music Industry Trailblazer	Grace Hansen	979-8-3849-0078-8								
Elementary	Tennis GOATs	Abdo, Kenny		9781098285685			Upper Elementary				
Elementary	Terror at the talent show	Emerson, Marcus	9781098252441				Upper Elementary				
Elementary	Texas Rangers	Katie Lajiness	978-1-5321-1521-9								
Elementary	That's not funny, David!	Shannon, David	9781546123187				Lower Elementary				
Elementary	The "D" (divorce) word	Cook, Julia	9781725470026				Lower Elementary				K-Gr 4
Elementary	The adventures of Super Diaper Baby : the first graphic novel	Pilkey, Dav	9781338687859				Lower Elementary				
Elementary	The adventures of Super Diaper Baby : the first graphic novel	Pilkey, Dav	9780439376051				Upper Elementary		Ages 6-10	Ages 7-10	Gr 2-5
Elementary	The amazing planet Earth	Emmons, Scott	9781537987453				Lower Elementary				
Elementary	The ant hill disaster	Cook, Julia	9781518174780				Lower Elementary				
Elementary	The Anti-Test Anxiety Society	Cook, Julia	9781518174742				Upper Elementary				
Elementary	The Baby-sitters Club. 10,Kristy and the snobs	Chau, Chan	9781338304619				Upper Elementary				
Elementary	The Baby-sitters Club. 11,Good-bye Stacey, good-bye	Epstein, Gabriela	9781338616057				Upper Elementary				
Elementary	The Baby-sitters Club. 12,Jessi's secret language	Chau, Chan	9781338616088				Upper Elementary				
Elementary	The Baby-sitters Club. 13,Mary Anne's bad luck mystery	Cheng, Cynthia Yuan	9781338616118				Upper Elementary				
Elementary	The Baby-sitters Club. 13,Mary Anne's bad luck mystery	Cheng, Cynthia Yuan	9781668875445		9781338616118	9781338616101	Upper Elementary				
Elementary	The Baby-sitters Club. 14,Stacey's mistake	Crenshaw, Ellen T	9781338616149				Upper Elementary				
Elementary	The Baby-sitters club. 15,Claudia and the bad joke	Nopra, Arley	9781338835519				Upper Elementary				
Elementary	The Baby-sitters club. 15,Claudia and the bad joke	Nopra, Arley	9781516077069		9781338835519	9781338835502	Upper Elementary				
Elementary	The Baby-sitters Club. 16,Kristy and the walking disaster	Crenshaw, Ellen T	9781338835564				Upper Elementary				
Elementary	The Baby-sitters Club. 16,Kristy and the walking disaster	Crenshaw, Ellen T	9798368719979		9781338835564	9781338835557	Upper Elementary				
Elementary	The Baby-sitters club. 17,Mallory and the trouble with twins	Nopra, Arley	9781338835632				Upper Elementary				
Elementary	The Baby-sitters club. 17,Mallory and the trouble with twins	Nopra, Arley	9798368749662		9781338835632	9781338835618	Upper Elementary				
Elementary	The Baby-sitters Club. 5,Dawn and the impossible three	Galligan, Gale	9781338067309				Upper Elementary		Ages 7-12		Gr 3-5
Elementary	The Baby-sitters Club. 6,Kristy's big day	Galligan, Gale	9781338067682				Upper Elementary				
Elementary	The Baby-sitters Club. 8,Logan likes Mary Anne!	Galligan, Gale	9781338304558				Upper Elementary				
Elementary	The Baby-sitters Club. 9,Claudia and the new girl	Epstein, Gabriela	9781338304589				Upper Elementary				
Elementary	The Bad Guys in dawn of the underlord	Blabey, Aaron	9781544444758			9781338329483	Upper Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	The Bad Guys in Do-you-think-he-saurus?!	Blabey, Aaron	9781544411705			9781338189612	Upper Elementary				
Elementary	The Bad Guys in One last thing	Blabey, Aaron	9798368719740			9781546111801	Upper Elementary				Gr 2-5
Elementary	The Bad Guys in Open wide and say arrrgh!	Blabey, Aaron	9781668819104			9781338813180	Upper Elementary				
Elementary	The Batman	Lewman, David	9781668811443				Lower Elementary				
Elementary	The Berenstain Bears big bear, small bear	Berenstain, Stan	9780758709677				Lower Elementary				
Elementary	The Berenstain Bears by the sea	Berenstain, Stan	9780758709691				Lower Elementary				
Elementary	The Berenstain Bears catch the bus	Berenstain, Stan	9780758709776				Lower Elementary				
Elementary	The Berenstain Bears ride the Thunderbolt	Berenstain, Stan	9780758709707				Lower Elementary				
Elementary	The Berenstain Bears, we like kites	Berenstain, Stan	9781415506547				Lower Elementary				
Elementary	The best mistake ever! and other stories	Scarry, Richard	9780758709806				Lower Elementary				
Elementary	The best mistake ever! and other stories	Scarry, Richard	9780758709806				Lower Elementary				
Elementary	The big case	Scollon, Bill	9781489895165				Lower Elementary				
Elementary	The Boston Red Sox vs. the New York Yankees	Fickett, Jamie	9798368730929				Upper Elementary				
Elementary	The Changelings	Soontornvat, Christina	9798368745442			97,814,642,347,749	Upper Elementary	Grades 4-6	Ages 9-12		Gr 4-6
Elementary	The Chroma's clutches	West, Tracey	9780593565698				Lower Elementary				
Elementary	The chupacabras of the Rio Grande	Gidwitz, Adam	9781725482982				Upper Elementary	Kirkus Reviews (M	Horn Book Guide (Fall 201		
Elementary	The creature of the pines	Gidwitz, Adam	9781725488656				Upper Elementary	Booklist (March 1,	Kirkus Review	Publishers Weekly (Februa	
Elementary	The curse of the ancient emerald	Dixon, Franklin W	9781489886712				Upper Elementary				
Elementary	The curse of the cat-eye jewel	West, Tracey	9780593381403				Lower Elementary				
Elementary	The disappearance	Dixon, Franklin W	9781544420349				Upper Elementary				
Elementary	The dragon and the nibblesome knight	Woollard, Elli	978-1-250-15020-2				Lower Elementary				
Elementary	The ember stone	Charman, Katrina	9781537955780				Lower Elementary	School Library Jou	Kirkus Reviews (July 15, 20		
Elementary	The emperor's code	Korman, Gordon			9780545060486		Upper Elementary				
Elementary	The end of the Overworld!	Eliopulos, Nick	9780593562949				Lower Elementary				
Elementary	The end of the Overworld!	Eliopulos, Nick	9780593562956				Lower Elementary				
Elementary	The Evil Princess vs. the Brave Knight take turns	Holm, Jennifer L	9781524771386				Lower Elementary				
Elementary	The first	Applegate, Katherine	9781544448886				Upper Elementary	Booklist (July 2019	Kirkus Reviews starred (Ma		
Elementary	The garden plot	Dixon, Franklin W	9781544463483				Lower Elementary				
Elementary	The golem's game!	Eliopulos, Nick	9780593562918				Lower Elementary				
Elementary	The golem's game!	Eliopulos, Nick	9780593562925				Lower Elementary				
Elementary	The gray hunter's revenge	Dixon, Franklin W	9781544415192				Upper Elementary				
Elementary	The great pumpkin smash	Dixon, Franklin W	9781544437057				Lower Elementary				
Elementary	The Guardian test	Soontornvat, Christina	9781516077670		9781338759150	9781339041032	Lower Elementary				
Elementary	The inkwell chronicles. The ink of Elspet	Peabody, J. D	9781516049370				Upper Elementary	Kirkus Reviews (A	Publishers Weekly (October		
Elementary	The Kissing hand	Penn, Audrey	9781933718002				Lower Elementary			Ages 3-8	PreS-Gr 3
Elementary	The lair of Tanabrax	West, Tracey	9780593381434				Lower Elementary				
Elementary	The last hope school for magical delinquents	Pau Preto, Nicki	9798318907098				Upper Elementary	Grades 4-7	Ages 8-12	Ages 8-12	
Elementary	The Library Fish learns to read	Capucilli, Alyssa Satin			9781534477070		Lower Elementary		Ages 5-8		K-Gr 3
Elementary	The little ghost who lost her boo!	Bickell, Elaine	948-0-593-20215-9				Lower Elementary				
Elementary	The madman of Black Bear Mountain	Dixon, Franklin W	9781518158667				Upper Elementary				
Elementary	The madre de aguas of Cuba	Gidwitz, Adam	9781713764397				Upper Elementary	School Library Jou	Kirkus Reviews (March 15,		
Elementary	The maze of bones	Riordan, Rick		9780545060394			Upper Elementary	Grades 4-8	Ages 9-14	Ages 9-12	Gr 4-7
Elementary	The monster at the end of this book (Little Golden Book)	Stone, Jon	978-0-307-01085-8				Lower Elementary				
Elementary	The muscle cars encyclopedia	Russo, Kristin J	9781098294434				Middle School				
Elementary	The mystery in the cave	Warner, Gertrude Chandler	9798368718750				Upper Elementary				
Elementary	The mystery of locked rooms	Currie, Lindsay	9798368745329		9781728259536	9781728259567	Upper Elementary	Grades 4-6	Ages 8-12	Ages 8-12	Gr 4-8
Elementary	The new baby	Mayer, Mercer	9780758732507				Lower Elementary				
Elementary	The night before kindergarten	Wing, Natasha	9780448482552				Lower Elementary				
Elementary	The one and only family	Applegate, Katherine		9781420513493			Upper Elementary	Grades 3-7	Ages 8-12		Gr 4-6
Elementary	The one and only Ivan	Applegate, Katherine	9781489836274		9780061992254	9780061992278	Upper Elementary	Grades 3-6	Ages 8-12	Ages 8-12	Gr 3-7
Elementary	The one and only Ruby	Applegate, Katherine	9798368778440		9780063080089	9780063080096	Upper Elementary	Grades 3-6	Ages 8-12	Ages 8-12	
Elementary	The only	Applegate, Katherine	9781432890865				Upper Elementary				
Elementary	The pirate ghost	Dixon, Franklin W	9781549041532				Lower Elementary				
Elementary	The puppy problem	James, Laura	9781668806173				Upper Elementary	School Library Jou	Kirkus Review	Publishers Weekly (Novem	

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	The Scavengers strike back	Emerson, Marcus	9781098255916				Upper Elementary	School Library Journal (October 1, 2025) Gr 3-5			
Elementary	The secret of the Himalayas	Gidwitz, Adam	9781668833193				Upper Elementary				
Elementary	The secret of the lost gold	Elliott, Rebecca	9798368748047		9781546127178	9781546127161	Lower Elementary				K-Gr 3
Elementary	The Shadowlands	Charman, Katrina	9781549087417				Lower Elementary				
Elementary	The shark attacks of 1916	Ball, Georgia	9781338120950				Upper Elementary				
Elementary	The Sherlock Society	Ponti, James	9798368781037				Middle School		Ages 9-13	Ages 8-12	Gr 3-7
Elementary	The Sherlock Society	Ponti, James	9798368781037		9781665932530	9781665932547	Middle School		Ages 9-13	Ages 8-12	Gr 3-7
Elementary	The silky seal pup	Cobb, Amelia	9781518114120				Upper Elementary				
Elementary	The Silver Swamp	Charman, Katrina	9781725487154				Lower Elementary				
Elementary	The simple art of flying	Leonardo, Cory	9781725466869				Upper Elementary	School Library Jour	Kirkus Reviews (November		
Elementary	The smuggler's legacy	Dixon, Franklin W	9781668884560				Upper Elementary				
Elementary	The superteacher project	Korman, Gordon	9781516085088				Upper Elementary	School Library Jour	Booklist starre	Kirkus Reviews (October 1	
Elementary	The sword thief	Lerangis, Peter		9780545060431			Upper Elementary				Gr 4-7
Elementary	The time warp wonder	Dixon, Franklin W	9781549084898				Lower Elementary				
Elementary	The treacherous tower	Hinojosa, Stacy	9780063224995				Upper Elementary	Kirkus Reviews (December 1, 2023) Another da			
Elementary	The troll's toe cheese	Reynolds, Aaron	9798368707112		9781250206466	9781250327888	Upper Elementary				
Elementary	The ultimate quest	Patterson, James	9780316500180				Upper Elementary				
Elementary	The United States Air Force	McKinney, Donna B	9798893040104				Upper Elementary				
Elementary	The United States Army	McKinney, Donna B	9798893040111				Upper Elementary				
Elementary	The United States Coast Guard	McKinney, Donna B	9798893040128				Upper Elementary				
Elementary	The United States Marine Corps	McKinney, Donna B	9798893040135				Upper Elementary				
Elementary	The United States Navy	McKinney, Donna B	9798893040142				Upper Elementary				
Elementary	The vanishing game	Dixon, Franklin W	9781489886774				Upper Elementary	Horn Book Guide (Spring 2014) When kids star			
Elementary	The viper's nest	Lerangis, Peter			9780545060479		Upper Elementary				Gr 4-7
Elementary	The whispering oak	Charman, Katrina	9781549002649				Lower Elementary				
Elementary	The wild robot escapes	Brown, Peter			9780316382045		Upper Elementary	Grades 3-6	Ages 8-11	Ages 8-12	Gr 3-6
Elementary	The Wild Robot on the Island	Brown, Peter	0-316-66946-6	978-0-316-66946-7			Lower Elementary				
Elementary	The wild robot protects	Brown, Peter	9798368777757		9780316669412	9780316669443	Upper Elementary	Grades 3-6	Ages 8-12		
Elementary	The Wildwood Bakery	Elliott, Rebecca	9781098252298				Lower Elementary				
Elementary	The woodshed mystery	Warner, Gertrude Chandler	9798368718583				Upper Elementary				
Elementary	There is a bird on your head!	Willems, Mo	9781423106869						Reviews: Kirkus Reviews (+), School Libr		
Elementary	This book is dangerous!	Clanton, Ben	9781774886564				Lower Elementary				
Elementary	This Is Not A Sleepy Bear Book	Gehrlein, Brian	9780316567596				Lower Elementary				
Elementary	Three blue hearts	Kelly, Lynne	9780593898406				Upper Elementary	School Library Jour	Kirkus Review	Publishers Weekly (August	
Elementary	Thursday - War of the Waterslides	Lazar, Ralph	1-338-77047-0	978-1-338-77047-6		978-0-8000-1073-7	Upper Elementary				
Elementary	Tiny T. Rex and the First-Day Oopsies	Jonathan Stutzman	978-1-7972-3320-8								
Elementary	Tiny T. Rex and the first-day oopsies : a back-to-school book	Stutzman, Jonathan	9781797233208				Lower Elementary		Ages 4-6		PreS-K
Elementary	To bee, or not to bee!	Eliopulos, Nick	9780593562888				Lower Elementary				
Elementary	To bee, or not to bee!	Eliopulos, Nick	9780593562888				Lower Elementary				
Elementary	To the Rescue	Lerner, Jarrett	1-534-48022-6	978-1-534-48022-3		978-0-8000-4588-3	Lower Elementary				
Elementary	Too Cool for School	Stephen Shaskan	978-0-593-37608-9								
Elementary	Too Cool for School	Shaskan, Stephen		978-0-593-37607-2			1.9				
Elementary	Too Many Treats	Hale, Bruce	978-0-7804-3578-0	978-0-06-227916-3			2.3				
Elementary	Towed by toad	Awan, Jashar	9781774883488				Lower Elementary				
Elementary	Travis Kelce: Superstar Tight End	Ryan G. Van Cleave	978-1-6690-9431-9								
Elementary	Treasure of the Gold Dragon	West, Tracey	9781549087073	9781338263695		9781338263688	Lower Elementary				
Elementary	Tree. Table. Book.	Lowry, Lois	9798368778495				Middle School	Grades 3-6	Ages 8-12	Ages 8-12	Gr 3-7
Elementary	Trip to the pumpkin farm	Elliott, Rebecca	9781098252335				Lower Elementary				
Elementary	Trouble Island	Dixon, Franklin W	9781713748182				Upper Elementary				
Elementary	Troubling tonsils!	Reynolds, Aaron	1-66596-108-2	978-1-66596-108-0			Lower Elementary	Grades 1-4	Ages 6-9	Ages 6-9	
Elementary	Troubling tonsils!	Reynolds, Aaron	9781665961080				Lower Elementary				
Elementary	Troubling Tonsils!	Aaron Reynolds	978-1-6659-6108-0								
Elementary	Tuesday - the Curse of the Blue Spots	Lazar, Ralph	1-338-77040-3	978-1-338-77040-7		978-0-8000-1046-1	Upper Elementary				
Elementary	Tunnel of secrets	Dixon, Franklin W	9781489891495				Upper Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Turkey Claus	Silvano, Wendi		978-0-7614-6239-2			2.4				
Elementary	Turkey Goes to School	Silvano, Wendi		978-1-542-02364-1			2.8				
Elementary	Turkey Trick or Treat	Silvano, Wendi		978-1-477-84974-3			2.5				
Elementary	Turkey Trouble	Silvano, Wendi J.		978-0-7614-5529-5			2.3				
Elementary	Turkey's Birthday Bash	Silvano, Wendi		978-1-662-51606-1			2.6				
Elementary	Turkey's Sandtastic Beach Day	Silvano, Wendi		978-1-662-50835-6			2.9				
Elementary	Turkey's Valentine Surprise	Wendi J. Silvano		978-1-5420-2366-5			Lower Elementary				
Elementary	Turkey's Valentine Surprise	Silvano, Wendi		978-1-542-02366-5			2.9				
Elementary	Turkeys We Have Loved and Eaten (and Other Thankful Stuff)	Park, Barbara	978-0-605-82874-2	978-0-375-87115-3			2.9				
Elementary	Twenty Thousand Fleas under the Sea	Dav Pilkey	978-1-5364-7826-6								
Elementary	Tyrannosaurus wrecks	Gibbs, Stuart	9781534443754				Upper Elementary				
Elementary	Una amiga de verdad (Making Friends, Book 1)	Gudsnuk, Kristen	1-66888-082-2	978-1-66888-082-1			Upper elementary				
Elementary	Una amiga de verdad. El clon de Dani (Making Friends, Book 2)	Gudsnuk, Kristen	84-19-63811-0	979-83-687-1485-1			Upper elementary				
Elementary	Una Navidad con Silly Kitty	Lopetz, Nicola and Vega, Pablo de l	1-03-962149-X	978-1-03-962149-7			Lower Elementary				
Elementary	Under suspicion	Spratt, R. A	9781537962405				Upper Elementary	School Library Jou	Booklist (Nove	Kirkus Reviews (May 1, 20	
Elementary	Undercover bookworms	Dixon, Franklin W	9781516052806				Lower Elementary				
Elementary	Unicorn Bowling	Simpson, Dana	978-0-7804-4334-1	978-1-449-49938-9			3.9				
Elementary	Unicorn Crossing	Simpson, Dana	978-0-605-97560-6	978-1-449-48357-9			3.4				
Elementary	Unicorn Crush	Simpson, Dana	152488751X, 080005	9781524887513, 9780800058975			Upper elementary				
Elementary	Unicorn Crush	Simpson, Dana	978-0-8000-5897-5	978-1-524-88751-3			3.6				
Elementary	Unicorn Famous	Simpson, Dana	978-0-7804-9455-8	978-1-524-86476-7			3.8				
Elementary	Unicorn for a Day	Simpson, Dana	978-0-8000-4606-4	978-1-524-88130-6			3.6				
Elementary	Unicorn named Sparkle and the perfect valentine	Young, Amy	9780374314224						Reviews: Kirkus Reviews, School Library		
Elementary	Unicorn named Sparkle and the pumpkin monster	Young, Amy	9780374308506						Reviews: Kirkus Reviews,		
Elementary	Unicorn named Sparkle's first Christmas	Young, Amy	9780374308131						Reviews: Kirkus Reviews,		
Elementary	Unicorn of Many Hats	Simpson, Dana	978-0-7804-0996-5	978-1-449-48966-3			3.7				
Elementary	Unicorn on a Roll	Simpson, Dana	978-0-7804-1339-9	978-1-449-47076-0			3.6				
Elementary	Unicorn Playlist	Simpson, Dana	1524868574, 080001	9781524868574, 9780800014025			Upper Elementary				
Elementary	Unicorn Playlist	Simpson, Dana	978-0-8000-1402-5	978-1-524-86857-4			3.7				
Elementary	Unicorn Selfies	Simpson, Dana	978-0-8000-1830-6	978-1-524-87158-1			3.7				
Elementary	Unicorn Theater	Simpson, Dana	978-0-7804-1341-2	978-1-449-48981-6			3				
Elementary	Unicorn Time Machine	Simpson, Dana	1524890448, 080006	9781524890445, 9780800068752			Upper Elementary				
Elementary	Unicorn Time Machine	Simpson, Dana	978-0-8000-6875-2	978-1-524-89044-5			3.8				
Elementary	Unicorn vs. Goblins	Simpson, Dana	978-0-605-96857-8	978-1-449-47628-1			3.5				
Elementary	Unicorn Whisperer	Simpson, Dana	978-0-7804-6301-1	978-1-524-85196-5			3.6				
Elementary	Unicornado	Simpson, Dana	978-0-8000-3097-1	978-1-524-87556-5			3.8				
Elementary	Uniquely wired : a book about autism and its gifts	Cook, Julia	9781944882198				Lower Elementary				K-Gr 4
Elementary	Valentine's Day From the Black Lagoon	Mike Thaler	978-1-61479-209-3								
Elementary	Vamos a Dar una Vuelta! (Let's Go for a Drive!)	Mo Willems	978-1-368-05612-0								
Elementary	Ventanas (Windows)	Julia Denos	978-1-5362-1597-7								
Elementary	Very Babymouse Christmas	Holm, Jennifer L. & Matthew	978-0-605-51233-7	978-0-375-86779-8			2.1				
Elementary	Vespers rising				9780545290593		Upper Elementary				
Elementary	Virtual Unicorn Experience	Simpson, Dana	978-0-7804-7919-7	978-1-524-86070-7			3.7				
Elementary	Vlad, the Fabulous Vampire	Flavia Z. Drago	978-1-5362-3332-2								
Elementary	Vortex of the chaos dragon	West, Tracey	9798368772820		9781546111245	9781339022499	Lower Elementary				
Elementary	Vuelta al juego (Comeback Catcher)	Jake Maddox		978-1-4965-8574-5			4-12				
Elementary	Waffle Lot Of Love	Clanton, Ben	9781774884539						Reviews:		
Elementary	Waiting is not easy!	Willems, Mo	9781423199571						Reviews: Kirkus Reviews, School Library		
Elementary	Waking the rainbow dragon	West, Tracey	9781549036897	9781338169904		9781338169898	Lower Elementary				
Elementary	Warm Hearts Day	Elliott, Rebecca	9781098252274				Lower Elementary				
Elementary	Warriors graphic novel. The prophecies begin.1	Riess, Natalie	9798368711034				Middle School		Ages 11-13		Gr 4-Up
Elementary	Warriors graphic novel. The prophecies begin.2	Riess, Natalie	9798368747095				Middle School		Ages 11-13		Gr 3-7
Elementary	Watch me throw the ball!	Willems, Mo	9781423113485						Reviews:		
Elementary	Wave of the sea dragon	West, Tracey	9781713760719	9781338635492		9781338635485	Lower Elementary				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Elementary	Wayward creatures	Lorentz, Dayna	9781516057924				Upper Elementary	School Library Jou	Booklist (Janu	Kirkus Reviews starred (No	
Elementary	We Are Definitely Human	X. Fang		978-1-77488-202-3			Lower Elementary				
Elementary	We are in a book!	Willems, Mo	9781423133087						Reviews: Kirkus Reviews (+), School Libr		
Elementary	Wednesday - Forest of Secrets	Lazar, Ralph	1-338-77044-6	978-1-338-77044-5		978-0-8000-2253-2	Upper Elementary				
Elementary	Weirdies	Buckley, Michael	9780316572699				Upper Elementary				
Elementary	Welcome to Scare School	Jarrett Lerner	978-1-6659-2209-8								
Elementary	Whale done	Gibbs, Stuart	9781534499317				Upper Elementary				
Elementary	What a bad dream	Mayer, Mercer	9780329634803				Lower Elementary				
Elementary	What if ..	Berger, Samantha	9780316390965				Lower Elementary				
Elementary	What if you fall for me first?	Miller, G. F	9798368765976				Middle School		Ages 10-14		
Elementary	What is sign language?	Kent, Deborah	0-329-93239-X	978-0-329-93239-8			Upper elementary				
Elementary	What shoes will you wear?	Cook, Julia	9781518174797				Lower Elementary				
Elementary	Whatzit vs. the ice blaster burglar	Korte, Steven	9781515882589						Reviews:		
Elementary	When I get bigger	Mayer, Mercer	9780758765673				Lower Elementary				
Elementary	When I grow up	Mayer, Mercer	9781413162554				Lower Elementary				
Elementary	When Things Aren't Going Right, Go Left	Marc Colagiovanni	978-1-338-83118-4								
Elementary	White House pets	Perritano, John	9798368787985				Upper Elementary				
Elementary	Who ate Steve?	Lloyd, Susannah	9798887771311				Lower Elementary				
Elementary	Who is Taylor Swift?	Anderson, Kirsten	9798368715797	9780593754238		9780593754221	Upper Elementary				
Elementary	Who let the frogs out?	Dixon, Franklin W	9781544428550				Lower Elementary				
Elementary	Who's the Best?	Stephen Shaskan	978-0-593-12330-0								
Elementary	Who's the Best?	Shaskan, Stephen		978-0-593-12330-0			2.1				
Elementary	Why and where are animals endangered?	Kalman, Bobbie	9781489857842	9780778714699		9780778714743	Lower Elementary				
Elementary	Wild & Chance	Zadoff, Allen	9781713754183				Upper Elementary	Kirkus Reviews (January 1, 2020) A superintelli			
Elementary	Wild ghost chase	Green, John Patrick	9781250852403				Upper Elementary				
Elementary	Wild Ghost Chase	Christopher Hastings, John Patrick (	978-1-250-85240-3								
Elementary	Wild robot on the island	Brown, Peter	9780316669467				Lower Elementary				
Elementary	Wild robot on the island	Brown, Peter	9780316669467						Reviews: Kirkus Reviews (+), School Libr		
Elementary	Will the Pigeon graduate?	Willems, Mo	9781454960430				Lower Elementary				
Elementary	Will the Pigeon graduate?	Willems, Mo	9781454960430						Reviews: Kirkus Reviews, School Library		
Elementary	Will the Pigeon Graduate?	Mo Willems	978-1-4549-6043-0								
Elementary	Windy Night with Wild Horses	Osborne, Mary Pope	0593706471, 080006	9780593706473, 9780800064686			Lower Elementary				
Elementary	Wings of fire. The graphic novel.Book eight,Escaping peril	Deutsch, Barry	9798368749389		9781546110057	9781339001234	Upper Elementary				
Elementary	Wombats go wild for words	Ferry, Beth	9780593711057				Lower Elementary				
Elementary	Wrath of the Rain God	Arenas Valenti, Karla	978-0-8000-6379-5	978-1-665-93600-2			3.8				
Elementary	Wrecking Ball	Ramon de Ocampo, Jeff Kinney	978-1-5364-5992-0								
Elementary	Wrestling Mania!	Stephen Shaskan	978-0-593-70347-2								
Elementary	Wrestling Mania!	Shaskan, Stephen		978-0-593-70346-5			2				
Elementary	Yasmin la detective (Yasmin the Detective)	Saadia Faruqi		978-1-4846-9720-7			Lower Elementary				
Elementary	Yasmin la doctora (Yasmin the Doctor)	Saadia Faruqi		978-1-4846-9721-4			Lower Elementary				
Elementary	Yasmin la granjera (Yasmin the Farmer)	Saadia Faruqi		978-1-4846-9719-1			Lower Elementary				
Elementary	Yasmin la patinadora (Yasmin the Ice Skater)	Saadia Faruqi		978-1-4846-9718-4			Lower Elementary				
Elementary	Yellow Bus	Loren Long	978-1-250-90313-6								
Elementary	Yo en el mapa (Me on the Map Spanish Edition)	Joan Sweeney	593649508	978-0593649503			Lower Elementary				
Elementary	You Can Be a Soccer Player	Depken, Kristen L.	978-0-7804-0160-0	978-1-524-76911-6			1.5				
Elementary	You can do it, pout-pout fish!	Diesen, Deborah	9780374309817						Reviews:		
Elementary	You can find the class pet, pout-pout fish!	Diesen, Deborah	9780374391041						Reviews: School Library Journal,		
Elementary	You can make a friend, pout-pout fish!	Diesen, Deborah	9780374309824						Reviews:		
Elementary	Your turn Marisol Rainey	Kelly, Erin Entrada	9780063337213				Upper Elementary				
Elementary	Zombie And Brain Are Friends	Lucianovic, Stephanie V. W.	9781547613625				Lower Elementary				
Elementary	Zombie invasion	Avatar, Ari	9781516060283				Upper Elementary				
Elementary	Zombies don't eat veggies!	Lacera, Megan	9781725493735		9781620147948		Lower Elementary		Ages 4-7		
Middle	Blastaway (Donated by South Texas Literacy Coalition)	Melissa Landers	978-148475023-0				Upper Elementary	Grades 4-6	Ages 8-11		Gr 4-6
Middle	9/11 Terrorist Attacks: A Day That Changed America	Maranville, Amy	978-1-663-90591-8				3 to 6		Ages 10-14		Gr 5-7

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Middle	A copycat conundrum	Yee, Lisa	9780593564226				Upper Elementary	Grades 4-7	Ages 8-12		
Middle	A Mouseford Musical #6	Stilton, Thea	978-1-4242-7324-9	978-1-4242-7324-9			Middle School				
Middle	A royal conundrum	Yee, Lisa	9781984830296				Upper Elementary	Grades 4-7	Ages 8-12	Ages 8-12	Gr 4-7
Middle	Absolutely everything! : a history of earth, dinosaurs, rulers, robots and e	Lloyd, Christopher	9781804660768				Middle School	Grades 6-10	Ages 11-13	Ages 9-12	Gr 4-8
Middle	Accidental records to make you go oops!	Abdo, Kenny	9781098281359				Middle School				Gr 2-Up
Middle	Act	Miller, Kayla	9781725482210				Upper Elementary				Gr 3-7
Middle	Africa	Aspen-Baxter, Linda	978-1-489-65737-4				3 to 6				
Middle	African American Superstars: Zendaya	Shea, Therese	978-1-72532-623-1				Middle School				Non-fiction Y
Middle	Agent Most Wanted: The Never-Before-Told Story of the Most Dangerou	Purnell, Sonia	978-0-593-35054-6				5 to 9			Ages 9-15	Gr 4-7
Middle	AI Artificial Intelligence		9798318901935				Upper Elementary				
Middle	Ain't It Funny	Gurevich, Margaret	9798318906688				Middle School	Grades 4-6	Ages 9-12		
Middle	All's faire in middle school	Jamieson, Victoria	9781537924755				Middle School	Grades 4-7	Ages 10-13	Ages 9-12	Gr 3-7
Middle	Almost sunset	Algarmi, Wahab	9798368746333				Middle School	Grades 4-7	Ages 8-12	Ages 8-12	Gr 5-8
Middle	Amazing Arachnids: Spiders and Their Relatives	Ipcizade, Catherine	978-1-5038-9448-8				Middle School				
Middle	Anacondas vs. Capybaras	Hubbard, Ben	979-8-7656-4728-8				Middle School				
Middle	And then, boom!	Fipps, Lisa	9798368781044				Middle School	Grades 4-7	Ages 9-13	Ages 10-up	Gr 5-Up
Middle	Animal records to dig your claws into!	Abdo, Kenny	9781098281373				Middle School				Gr 2-Up
Middle	Another kind	Bream, Trevor	9781713786603				Middle School	Grades 4-8	Ages 9-14		Gr 5-Up
Middle	Antarctica	Aspen-Baxter, Linda	978-1-510-50038-9				4 to 7				
Middle	Aquatics	Bolte, Mari	978-1-64026-767-1				Middle School				
Middle	Ariana Grande	Nguyen, Suzane	9798893044980				Upper Elementary				
Middle	Asia	Aspen-Baxter, Linda	978-1-7911-4543-9				3 to 6				
Middle	Athletics	Gish, Ashley	978-1-64026-762-6				Middle School				
Middle	Australia	Hudak, Heather C.	978-1-7911-4546-0				3 to 6				
Middle	Awkward	Chmakova, Svetlana	9780316381321				Middle School				Gr 5-Up
Middle	Bad Bunny	Birdoff, Ariel Factor	9798893042603				Upper Elementary				
Middle	Bad Bunny	Rowell, Rebecca	9798892502153				Middle School				
Middle	Ballet shoes	Streatfeild, Noel	9781404613492				Middle School				Gr 2-4
Middle	Baltimore Ravens vs. Pittsburgh Steelers	Smith, Elliott	979-8-7656-6861-0				Middle School				
Middle	Band nerd	Willis, Sarah Clawson	9798368746364				Middle School		Ages 9-13	Ages 8-12	Gr 5-8
Middle	Battle of the bodkins	Peirce, Lincoln	9798368711690				Upper Elementary		Ages 7-12		
Middle	Besties. Find their groove	Miller, Kayla	9780358521167				Upper Elementary		Ages 8-12		
Middle	Besties. Prank war	Miller, Kayla	9798368746371				Upper Elementary		Ages 9-13		Gr 4-7
Middle	Besties. Work it out	Miller, Kayla	9781713791829				Upper Elementary		Ages 8-12		
Middle	Big Jim Believes	Pilkey, Dav	978-1-546-17618-3				1 to 4				
Middle	Birds of Prey: Terrifying Talons	Flood, Joe	978-1-250-26948-5				3 to 6				Gr 5-8
Middle	Black Hole Chasers: The Amazing True Story of an Astronomical Breakt	Redding, Anna Crowley	978-1-250-34687-2				4 to 7		Ages 10-14		
Middle	Blackpink	Nguyen, Suzane	9798893044997				Upper Elementary				
Middle	BMW	Rains, Dalton	9798368796130				Upper Elementary				
Middle	Bomb: The Race to Build-And Steal-the World's Most Dangerous Weapo	Sheinkin, Steve	978-1-250-20674-9				5 to 9		Ages 8-12		Gr 5-7
Middle	BTS: K-Pop Fan Favorites	Schwartz, Heather E.	978-1-72845-835-9				Middle School				
Middle	Bugatti	Rains, Dalton	9798368796147				Upper Elementary				
Middle	Caitlin Clark	Golkar, Golriz	9798893045277				Upper Elementary				
Middle	Camp	Miller, Kayla	9781668841792				Upper Elementary		Ages 8-12		
Middle	Camp Panda: Helping Cubs Return to the Wild	Thimmesh, Catherine	978-0-358-73289-1				5 to 9				Gr 3-5
Middle	Can You Catch the Kraken?: An Interactive Monster Hunt	Terrell, Brandon	978-1-663-90763-9				4 to 7				
Middle	Can You Net the Loch Ness Monster?: An Interactive Monster Hunt	Doeden, Brandon	978-1-663-90767-7				4 to 7				
Middle	Can You Survive Dangerous Desert Encounters?: An Interactive Wildern	Doeden, Matt	978-1-666-33792-1				4 to 7				
Middle	Can You Track Down Bigfoot?: An Interactive Monster Hunt	Terrell, Brandon	978-1-663-90759-2				4 to 7				
Middle	Cheetahs vs. Gazelles	Roggio, Sarah	979-8-7656-4729-5				Middle School				
Middle	Chicago Bears vs. Green Bay Packers	Smith, Elliott	979-8-7656-6862-7				Middle School				
Middle	Click	Miller, Kayla	9781668809341				Upper Elementary		Ages 7 -11		
Middle	Cool Crustaceans: Invertebrates of The Sea	Scheffer, Janie	978-1-5038-9449-5				Middle School				
Middle	Coretta Scott King	Lyons, Kelly Starling	978-0-593-35352-3				3 to 6			Ages 12-18	

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Middle	Could You Escape the Paris Catacombs?: An Interactive Survival Advent	Doeden, Matt	978-1-543-57394-7				3 to 6				
Middle	Could You Survive the Jurassic Period?: An Interactive Prehistoric Adve	Doeden, Matt	978-1-543-57402-9				4 to 7				
Middle	Countdown: 2979 Days to the Moon	Slade, Suzanne	978-1-682-63400-4				5 to 9				Gr 5-8
Middle	Counting by 7s	Sloan, Holly Goldberg	9781489845627				Middle School	Grades 7-10	Ages 10-14	Ages 10-up	Gr 5-8
Middle	Courage to Dream	Shusterman, Neal	978-0-545-31348-3				7 to 12		Ages 9-13	Ages 4-7	
Middle	Crash from Outer Space: Unraveling the Mystery of Flying Saucers, Alie	Fleming, Candace	978-1-338-82946-4				4 to 7			Ages 8-12	Gr 6 Up
Middle	Crocodiles vs. Hippos	Roggio, Sarah	979-8-7656-2673-3				Middle School				
Middle	Cultures of America Food	Hudak, Heather C.	978-1-5105-6000-0				Middle School				
Middle	Cultures of America: Arts and Crafts	Hudak, Heather C.	978-1-5105-5991-2				Middle School				
Middle	Cultures of America: Clothing	Hudak, Heather C.	978-1-5105-5994-3				Middle School				
Middle	Cultures of America: Dance	Hudak, Heather C.	978-1-5105-5997-4				Middle School				
Middle	Curiosidad por el campismo	Eberth, Kristin	978-1-64549-791-2	978-1-64549-791-2			Middle School				
Middle	Curiosidad por el canotaje	Koestler-Grack, Rachel A.	978-1-64549-792-9	978-1-64549-792-9			Middle School				
Middle	Curiosidad por el geoescondite	Koestler-Grack, Rachel A.	978-1-64549-796-7	978-1-64549-796-7			Middle School				
Middle	Curiosidad por el senderismo	Kassuelke, Elizabeth	978-1-64549-797-4	978-1-64549-797-4			Middle School				
Middle	Curiosidad por la cacería de patos	Koestler-Grack, Rachel A.	978-1-64549-794-3	978-1-64549-794-3			Middle School				
Middle	Curiosidad por la escalada de roca	Eberth, Kristin	978-1-64549-798-1	978-1-64549-798-1			Middle School				
Middle	Curiosidad por la exploración de cuevas	Koestler-Grack, Rachel A.	978-1-64549-793-6	978-1-64549-793-6			Middle School				
Middle	Curiosidad por la pesca en agua dulce	Koestler-Grack, Rachel A.	978-1-64549-795-0	978-1-64549-795-0			Middle School				
Middle	Curse of the Mummy: Uncovering Tutankhamun's Tomb	Fleming, Candace	978-1-338-59663-2				4 to 7			Ages 8-12	Gr 5 Up
Middle	Cycling	Gish, Ashley	978-1-64026-763-3				Middle School				
Middle	Dallas Cowboys vs. Philadelphia Eagles	Colich, Abby	979-8-7656-6863-4				Middle School				
Middle	Dance Challenge #4	Stilton, Thea	978-1-4242-7158-0	978-1-4242-7158-0			Middle School				
Middle	Daughter of the deep	Rick Riordan	978-1-368-07792-7				Middle School		Ages 10-14	Ages 10-14	Gr 6-Up
Middle	Dear Dad: Growing up with a Parent in Prison -- and How We Stayed Co	Patton, Jay Jay	978-1-338-89320-5				4 to 7				
Middle	Deer Hunting	Troup, Roxanne	979-8-89304-282-5				Middle School				
Middle	Detector Dogs, Dynamite Dolphins, and More Animals with Super Sense	Giaimo, Cara	978-1-536-22953-0				4 to 7		Ages 9-13		
Middle	Dinosaurs	Podesto, Martine	9780836892130				Middle School				
Middle	Dinosaurs & other prehistoric life : an encyclopedia of fantastic facts	Potter, William	9780744098785				Middle School				
Middle	Dog Man. Big Jim believes	Pilkey, Dav	9781546176183				Upper Elementary				
Middle	Dork Diaries 1 Full-Color Edition Tales from a Not-So Fabulous Life	Russell, Rachel Renee	9781665988384				Upper Elementary				
Middle	Duck Hunting	Troup, Roxanne	979-8-89304-283-2				Middle School				
Middle	Ebola	Squire, Ann O.	978-0-531-21519-7				2 to 5				
Middle	El Deafo	Bell, Cece	9781419748318				Upper Elementary	Grades 4-7	Ages 8+	Ages 8-12	Gr 3-7
Middle	Electricity : Energy in Action	Hirsch, Andy	978-1-250-26585-2				3 to 6				Gr 4-6
Middle	Elephants: Living Large	Viola, Jason	978-1-250-26591-3				3 to 6				
Middle	Elk Hunting	Troup, Roxanne	979-8-89304-284-9				Middle School				
Middle	Ella enchanted	Levine, Gail Carson	9781413108194				Upper Elementary	Grades 5-8		Ages 8-12	Gr 5-8
Middle	Endangered Species and Our Future	Adams, Sabrina	978-1-7253-2392-6				7 to 12			Ages 9-14	
Middle	Enigma Girls: How Ten Teenagers Broke Ciphers, Kept Secrets, and Hel	Fleming, Candace	978-1-338-74957-1				4 to 7		Ages 4-8		
Middle	Erno Rubik and His Magic Cube	Aradhya, Kerry	978-1-682-63664-0				K to 3				Gr 3-8
Middle	Escaping Peril: A Graphic Novel	Sutherland, Tui T. and Deutsch, Bar	978-1-339-00123-4				3 to 6				
Middle	Europe	Findlay, Galadriel	978-1-7911-4549-1				3 to 6				
Middle	Evil Secret Society of Cats Vol. 1	PANDANIA	978-1-638-58587-9				4 to 7				
Middle	Evil Secret Society of Cats Vol. 2	PANDANIA	978-1-638-58812-2				4 to 7				
Middle	Evil Secret Society of Cats Vol. 3	PANDANIA	978-1-685-79579-5				4 to 7				
Middle	Evil spy school, the graphic novel	Gibbs, Stuart	9781516080625				Middle School		Ages 8-12		
Middle	Fencing	Gish, Ashley	978-1-64026-764-0				Middle School				
Middle	Ferrari	Rains, Dalton	9798368796154				Upper Elementary				
Middle	Flipped	Van Draanen, Wendelin	978-0-375-82544-6				5 to 9				
Middle	Four Eyes: A Graphic Novel	Ogle, Rex	978-1-338-57496-8				4 to 7				Gr 4-8
Middle	Free Lunch	Ogle, Rex	978-1-324-01694-6				4 to 7				
Middle	Frogs: Awesome Amphibians	Prince, Liz	978-1-250-26886-0				3 to 6			Ages 10-13	Gr 5 Up
Middle	G.O.A.T Basketball Shooting Guards	Stewart, Audrey	979-8-7656-2578-1				Middle School				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Middle	G.O.A.T Football Kickers and Punters	Stewart, Audrey	979-8-7656-2583-5				Middle School				
Middle	G.O.A.T Football Tight Ends	Anderson, Josh	979-8-7656-1021-3				Middle School				
Middle	Girls Think of Everything: Stories of Ingenious Inventions by Women	Thimmesh, Catherine	978-0-618-19563-3				7 to 12			Ages 7-9	Gr 4-6
Middle	Goalkeepers	Stewart, Audrey	978-1-5038-9428-0				Middle School				
Middle	Grandma's gardens	Hilary Clinton & Chelsea Clinton	978-0-593-11535-0				Lower Elementary	Preschool-Grade 1	Ages 5-8	Ages 4-8	PreS-Gr 2
Middle	Great apes : protecting our animal cousins	Gudgeon, Christopher	9781459838109				Middle School	Grades 4-7	Ages 7-10		
Middle	Great White Sharks vs. Dolphins	Hubbard, Ben	979-8-7656-2674-0				Middle School				
Middle	Gymnastics	Bolte, Mari	978-1-64026-765-7				Middle School				
Middle	Haiku, Ew!: Celebrating the Disgusting Side of Nature	Brunelle, Lynn	978-1-7284-9250-6				2 to 5				
Middle	Hair Raising Preators: Back In Time	Allan, John	978-1-83569-316-2				Middle School				
Middle	Hair Raising Preators: Defenders of The Deep	Allan, John	978-1-83569-318-6				Middle School				
Middle	Hair Raising Predators: Small But Lethal	Allan, John	978-1-83569-319-3				Middle School				
Middle	Hair Raising Predators: The All-Stars	Allan, John	978-1-83569-317-9				Middle School				
Middle	Hank Aaron: Home Run Hammer	Leed, Percy	978-1-72840-429-5				Middle School				
Middle	Harriet Tubman: Fighter for Freedom!	Buckley, James, Jr.	978-1-667-20300-3				4 to 7			Ages 8-11	Gr 2-5
Middle	Hawks vs. Rattlesnakes	Roggio, Sarah	979-8-7656-2675-7				Middle School				
Middle	Hitchhiker's Guide to the Galaxy	Adams, Douglas	978-0-345-39180-3				9+	Library Journal, New York Times Book Review, Wilson's Ficti			
Middle	How A Fire Station Works	Boothroyd, Jennifer	979-8-89577-097-9				Middle School				
Middle	How A Grocery Store Works	Boothroyd, Jennifer	979-8-89577-098-6				Middle School				
Middle	How A Library Works	Boothroyd, Jennifer	979-8-89577-099-3				Middle School				
Middle	How A Movie Theater Works	Boothroyd, Jennifer	979-8-89577-100-6				Middle School				
Middle	How A Post Office Works	Boothroyd, Jennifer	979-8-89577-101-3				Middle School				
Middle	How A Restaurant Works	Boothroyd, Jennifer	979-8-89577-102-0				Middle School				
Middle	How Women Won the Vote: Alice Paul, Lucy Burns, and Their Big Idea	Bartoletti, Susan Campbell	978-0-06-284131-5				4 to 7				
Middle	Human Spaceflight: Rockets and Rivalry	Hirsch, Andy	978-1-250-84654-9				3 to 6			Ages 5-up	K Up
Middle	I Have a Dream	King, Martin Luther, Jr.	978-0-593-51811-3				3 to 6				Gr 2-4
Middle	I Survived the Black Death, 1348	Tarshis, Lauren	978-1-338-89180-5				2 to 5		Ages 13-up		Gr 7 Up
Middle	I Survived the California Wildfires, 2018	Tarshis, Lauren and Ball, Georgia	978-1-546-13771-9				4 to 7				
Middle	If You Were a Kid at the Declaration of Independence	Black, Sonia W.	978-1-546-13617-0				3 to 6		Ages 12-18		
Middle	Inaugural Ballers: The True Story of the First US Women's Olympic Bas	Maraniss, Andrew	978-0-593-35126-0				7 to 12				
Middle	Indiana Fever	Anderson, Josh	979-8-7656-6970-9				Middle School				
Middle	Investigating Insects: All the Buggy Facts	Ipcizade, Catherine	978-1-5038-9447-1				Middle School				
Middle	Is It Real? the Loch Ness Monster	Fleming, Candace	978-1-339-03793-6				4 to 7		Ages 7-10		
Middle	Jaguar	Rains, Dalton	9798368796161				Upper Elementary				
Middle	Jesse Owens: Track and Field Legend	Walker, Tracy Sue	978-1-72847-652-0				Middle School				
Middle	Jessi Ramsey, Pet-Sitter	Crenshaw, Ellen T. and Martin, Ann	978-1-338-83565-6				4 to 7				
Middle	Kansas City Chiefs vs. Las Vegas Raiders	Colich, Abby	979-8-7656-6864-1				Middle School				
Middle	Killer Underwear Invasion!: How to Spot Fakes News, Disinformation a	Gravel, Elise	978-1-7972-1491-7				3 to 6				
Middle	Killer Whales vs. Penguins	Hubbard, Ben	979-8-7656-4730-1				Middle School				
Middle	Kirby Manga Mania, Vol. 1	Hikawa, Hirokazu	978-1-9747223-4-1				4 to 7				
Middle	Kirby Manga Mania, Vol. 2	Hikawa, Hirokazu	978-1-9747223-5-8				4 to 7				
Middle	Kirby Manga Mania, Vol. 3	Hikawa, Hirokazu	978-1-9747223-6-5				4 to 7				
Middle	Kirby Manga Mania, Vol. 4	Hikawa, Hirokazu	978-1-9747224-1-9				4 to 7				
Middle	Kirby Manga Mania, Vol. 5	Hikawa, Hirokazu	978-1-9747320-3-6				4 to 7				
Middle	Kirby Manga Mania, Vol. 6	Hikawa, Hirokazu	978-1-9747343-2-0				4 to 7				
Middle	Komodo Dragons vs. Wild Boars	Roggio, Sarah	979-8-7656-4731-8				Middle School				
Middle	Lamborghini	Rains, Dalton	9798368796178				Upper Elementary				
Middle	Last Kids on Earth and the Destructor's Lair	Brallier, Max	978-0-593-40527-7				3 to 6				
Middle	Legend of Zelda: Twilight Princess, Vol. 1	Himekawa, Akira	978-1-421-59347-0				6 to 8				
Middle	Legend of Zelda: Twilight Princess, Vol. 3	Himekawa, Akira	978-1-421-59826-0				6 to 8				
Middle	Legend of Zelda: Twilight Princess, Vol. 4	Himekawa, Akira	978-1-9747022-6-8				6 to 8				
Middle	Legend of Zelda: Twilight Princess, Vol. 5	Himekawa, Akira	978-1-9747056-4-1				6 to 8				
Middle	Legend of Zelda: Twilight Princess, Vol. 6	Himekawa, Akira	978-1-9747116-3-5				6 to 8				
Middle	Legend of Zelda: Twilight Princess, Vol. 7	Himekawa, Akira	978-1-9747153-3-6				6 to 8		Ages 8-12		Gr 5-8

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Middle	Level Up: Secrets of the Games We Love	Duling, Kaitlyn	978-1-7316-4881-5				4 to 7		Ages 8-12		
Middle	Life In Space	Finan, Catherine C.	978-1-63691-508-1				Middle School				
Middle	Lightyear. Izzy Hawthorne, destiny awaits	Bethany Baptiste	978-1-368-07729-3				Upper Elementary				
Middle	Lionel Messi	Wetzel, Dan	978-1-250-61983-9				4 to 7				Gr 3-5
Middle	Lions vs. Zebras	Hubbard, Ben	979-8-7656-2676-4				Middle School				
Middle	Los Angeles Sparks	Anderson, Josh	979-8-7656-7009-5				Middle School				
Middle	Lynx vs. Porcupines	Hubbard, Ben	979-8-7656-4732-5				Middle School				
Middle	Marcy's journal : a guide to Amphibia	Colas, Adam	9781427871527				Upper Elementary				
Middle	Maserati	Rains, Dalton	9798368796185				Upper Elementary				
Middle	Max & the Midknights	Peirce, Lincoln	9781516085941				Upper Elementary	Grades 3-5	Ages 7-11	Ages 8-12	Gr 4-6
Middle	McLaren	Rains, Dalton	9798368796192				Upper Elementary				
Middle	Meet me at Wonderland	DeVillers, Julia	9798368765860				Middle School				Gr 5-Up
Middle	Mercedes	Rains, Dalton	9798368796208				Upper Elementary				
Middle	Mercedes-Benz	Gall, Jared	978-1-66895-664-9				Middle School				
Middle	Merriam-Webster's Chinese-English Dictionary	Merriam-Webster	978-0-87779-259-8				7 to 12		Ages 8-12		
Middle	Midnight strikes	Zeba Shahnaz	978-0-593-56755-5				Young Adult		Ages 14-18	Ages 14-up	Gr 9-Up
Middle	Minecraft: The Manga 1	Seto, Kazuyoshi	978-1-9747471-4-6				4 to 7				
Middle	Minecraft: The Manga 2	Seto, Kazuyoshi	978-1-9747471-5-3				4 to 7				
Middle	Minecraft: The Manga 3	Seto, Kazuyoshi	978-1-9747581-0-4				4 to 7				
Middle	Minecraft: The Manga 4	Seto, Kazuyoshi	978-1-9747581-1-1				4 to 7				
Middle	Miss camper	Fajardo, Kat	9781338535600				Upper Elementary		Ages 9-14		Gr 4-Up
Middle	Mixed up	Korman, Gordon	9798368795591				Middle School	Grades 5-7	Ages 9-13	Ages 8-12	
Middle	Moongarden	Barry, Michelle A	9781516071425				Middle School	Grades 5-8	Ages 9-14		
Middle	More tales to keep you up at night	Poblocki, Dan	9798368713649				Middle School		Ages 8-12		
Middle	Mouselets In Danger #3	Stilton, Thea	978-1-4242-7157-3	978-1-4242-7157-3			Middle School				
Middle	Museum Mayhem	Farley, Christina	979-8-7656-4835-3	979-8-7656-4835-3			Middle School				
Middle	National Geographic Almanac 2022 (Donated by South Texas Literacy Coalition)		978-1-4263-7202-5				Upper Elementary		Ages 9-13		
Middle	New England Patriots vs. Miami Dolphins	Smith, Elliott	979-8-7656-6865-8				Middle School				
Middle	Nimbus	Eldredge, Jan	978-0-06-268037-2				3 to 6				Gr 5-7
Middle	North America	Banting, Erinn	978-1-489-65725-1				3 to 6				
Middle	Odd and the Frost Giants	Gaiman, Neil	9780062567956				Upper Elementary	Grades 3-6	Ages 8+	Ages 8-12	Gr 3-6
Middle	Of dreams and destiny	Sandhya Menon	978-1-5344-1761-8				Young Adult		Ages 12-18		
Middle	Old school	Korman, Gordon	9780063238145				Upper Elementary	Grades 4-7	Ages 9-13	Ages 8-12	Gr 3-7
Middle	Olivia Rodrigo	Nguyen, Suzane	9798893042665				Upper Elementary				
Middle	One day : a true story of survival in the Holocaust	Rosen, Michael	9781536238945				Upper Elementary	Grades 4-6		Ages 7-10	Gr 3-6
Middle	Operation Robot Rescue	Farley, Christina	979-8-7656-4834-6	979-8-7656-4834-6			Middle School				
Middle	Our Solar System: Earth	Owens, L.L.	978-1-5038-8889-0				Middle School				
Middle	Our Solar System: Jupiter	Owens, L.L.	978-1-5038-8891-3				Middle School				
Middle	Our Solar System: Mars	Owens, L.L.	978-1-5038-8890-6				Middle School				
Middle	Our Solar System: Mercury	Owens, L.L.	978-1-5038-8887-6				Middle School				
Middle	Our Solar System: Neptune	Owens, L.L.	978-1-5038-8894-4				Middle School				
Middle	Our Solar System: Pluto and Other Dwarf Planets	Owens, L.L.	978-1-5038-8896-8				Middle School				
Middle	Our Solar System: Saturn	Owens, L.L.	978-1-5038-8892-0				Middle School				
Middle	Our Solar System: The Sun	Owens, L.L.	978-1-5038-8895-1				Middle School				
Middle	Our Solar System: Uranus	Owens, L.L.	978-1-5038-8893-7				Middle School				
Middle	Our Solar System: Venus	Owens, L.L.	978-1-5038-8888-3				Middle School				
Middle	Outsider kids	Tang, Betty C	9798368749686				Middle School		Ages 9-13		Gr 5-Up
Middle	Packing for Mars for Kids	Roach, Mary	978-1-324-05255-5				4 to 7			Ages 11-15	Gr 4-6
Middle	Paint the Wind	Ryan, Pam Munoz	978-0-605-24419-1				2-5				Gr 4-8
Middle	Paola Santiago and the forest of nightmares	Tehlor Kay Mejia	978-136804934-4				Upper Elementary	Grades 4-7	Ages 8-13		
Middle	Partypooper	Kinney, Jeff	9781419782695				Middle School				
Middle	Partypooper	Kinney, Jeff	9798368781082				Middle School				
Middle	Periodic Table of Elements: Understanding the Building Blocks of Every	Chad, Jon	978-1-250-76761-5				3 to 6				PreS-Gr 3
Middle	Pheasant Hunting	Troup, Roxanne	979-8-89304-285-6				Middle School				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Middle	Pizza Face	Ogle, Rex	978-1-338-57499-9				5 to 9		Ages 9-12		
Middle	Place for Bats	Stewart, Melissa	978-1-682-63867-5				3 to 6		Ages 4-8		
Middle	Plain Jane and the mermaid	Brosgol, Vera	9781516097463				Middle School	Grades 5-8	Ages 10-14	Ages 10-14	Gr 4-8
Middle	Planets and Moons	Finan, Catherine C.	978-1-63691-509-8				Middle School				
Middle	Plate of Hope: The Inspiring Story of Chef JosÃ© AndrÃ©s and World C	Frankel, Erin	978-0-593-38057-4				K to 3			Ages 9-13	Gr 5-8
Middle	Play Like a Girl	Wilson, Misty	978-0-06-306468-3				4 to 7				Gr 6-8
Middle	Polar Bears vs. Seals	Roggio, Sarah	979-8-7656-2677-1				Middle School				
Middle	Porsche	Rains, Dalton	9798368796215				Upper Elementary				
Middle	Project (un)popular	Tracy, Kristen	9781537917597				Middle School		Ages 9-13		Gr 5-8
Middle	Puzzled: A Memoir of Growing up with OCD	Cooke, Pan	978-0-593-61562-1				4 to 7			Ages 10-18	Gr 7 Up
Middle	Radium Girls: Young Readers' Edition: The Scary but True Story of the F	Moore, Kate	978-1-7282-0947-0				4 to 7			Ages 8-12	Gr 4-8
Middle	Refugee	Gratz, Alan	978-1-338-73396-9				4 to 7				
Middle	Rise of the Knight	Terciero, Rey	978-1-250-79552-6				4 to 7		Ages 8-12		Gr 2-6
Middle	Roberto Clemente	Romo Edelman, Claudia	978-1-250-82810-1				4 to 7				Gr 6-9
Middle	Rolling Warrior: The Incredible Sometimes Awkward, True Story of a Re	Heumann, Judith	978-0-8070-0359-6				5 to 9		Ages 11-13		Gr 5 Up
Middle	Rowing	Bolte, Mari	978-1-64026-766-4				Middle School				
Middle	Rules	Lord, Cynthia	9780329571146				Upper Elementary	Grades 4-7	Ages 9-12	Ages 9-12	Gr 4-7
Middle	San Francisco 49ers vs. Los Angeles Rams	Colich, Abby	979-8-7656-6866-5				Middle School				
Middle	School Play Sabotage	McGuire, Sarah	979-8-7656-4836-0	979-8-7656-4836-0			Middle School				
Middle	Schooled	Sumner, Jamie	9781534486058				Middle School	Grades 5-8	Ages 10-13	Ages 10-up	Gr 5-7
Middle	Shipwrecked!: Diving for Hidden Time Capsules on the Ocean Floor	Sandler, Martin W.	978-1-662-60204-7				5 to 9				
Middle	Shug	Han, Jenny	978-1-416-90943-9				5 to 9				
Middle	Soccer Around the Globe	Waldendorf, Kurt	978-1-5038-9424-2				Middle School				
Middle	Soccer Leagues: Bundesliga	Bowman, Chris	979-8-89304-021-0				Middle School				
Middle	Soccer Leagues: La Liga	Gish, Ashley	979-8-89304-022-7				Middle School				
Middle	Soccer Leagues: Ligue 1	Gish, Ashley	979-8-89304-023-4				Middle School				
Middle	Soccer Leagues: Major League Soccer	Bowman, Chris	979-8-89304-024-1				Middle School				
Middle	Soccer Leagues: National Women's Soccer League	Gish, Ashley	979-8-89304-025-8				Middle School				
Middle	Soccer Leagues: Premier League	Bowman, Chris	979-8-89304-026-5				Middle School				
Middle	Soccer Legends	Waldendorf, Kurt	978-1-5038-9427-3				Middle School				
Middle	Soccer Stars of the World	Stewart, Audrey	978-1-5038-9423-5				Middle School				
Middle	Soccer Superstar Lionel Messi	Fishman, Jon M.	978-1-541-57673-5				P to 2				
Middle	South America	Banting, Erinn	978-1-489-65728-2				3 to 6				
Middle	Space Jobs	Finan, Catherine C.	978-1-63691-510-4				Middle School				
Middle	Space Machines	Finan, Catherine C.	978-1-63691-511-1				Middle School				
Middle	Spooky lakes : 25 strange and mysterious lakes that dot our planet	Rutherford, Geo	9781419770531				Middle School	Grades 3-6	Ages 8-10		
Middle	Sports Superstars: Cristiano Ronaldo	Golkar, Golriz	979-8-88687-463-1				Middle School				
Middle	Sports Superstars: Dak Prescott	Morey, Allan	979-8-88687-152-4				Middle School				
Middle	Sports Superstars: Simone Biles	Sabelko, Rebecca	979-8-88687-162-3				Middle School				
Middle	Sports Superstars: Sunisa Lee	Golkar, Golriz	979-8-89304-038-8				Middle School				
Middle	Sports Superstars: Travis Kelce	Adamson, Thomas K.	979-8-89304-281-8				Middle School				
Middle	Spy camp, the graphic novel	Gibbs, Stuart	9781668884614				Middle School				Gr 4-7
Middle	Spy school, the graphic novel	Gibbs, Stuart	9781534455436				Middle School				Gr 4-7
Middle	Spy ski school, the graphic novel	Gibbs, Stuart	9798368755915				Middle School		*(Adventure. 8-12)*		
Middle	Squad	Soontornvat, Christina	978-1-338-74131-5				4 to 7		Ages 8-12		Gr 5-8
Middle	Stars and Galaxies	Finan, Catherine C.	978-1-63691-512-8				Middle School				
Middle	Stephen Curry: The Official Graphic Novel	Bycel, Josh	978-0-593-38246-2				4 to 7				
Middle	Stinging Cnidarians: Jellyfish and Their Kin	Barth, Kelley	978-1-5038-9453-2				Middle School				
Middle	Strange but (Mostly) True, Book 1	Evan, Jacobs	978-1-680-21701-8				5 to 9				
Middle	Strange but (Mostly) True, Book 2	Evan, Jacobs	978-1-680-21702-5				5 to 9				
Middle	Strange but (Mostly) True, Book 4	Evan, Jacobs	978-1-680-21704-9				5 to 9				
Middle	Strange but (Mostly) True, Book 5	Evan, Jacobs	978-1-680-21705-6				5 to 9		Ages 10-14		
Middle	Sunrise on the Reaping	Collins, Suzanne	978-1-546-17146-1				7 to 12		*(Dystopian. 13-adult)*		
Middle	Sweet Valley twins. 1,Best friends	Andelfinger, Nicole	9781668859032				Upper Elementary	Grades 3-6	Ages 8-12		Gr 3-Up

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Middle	Sweet Valley twins. 2,Teacher's pet	Andelfinger, Nicole	9781516044481				Upper Elementary		Ages 8-12		
Middle	Sweet Valley twins. 3,Choosing sides	Andelfinger, Nicole	9781516085576				Upper Elementary				
Middle	Sweet Valley twins. 4,The haunted house	Andelfinger, Nicole	9798368711850				Upper Elementary				
Middle	Sweet Valley twins. 5,Sneaking out	Andelfinger, Nicole	9798368751962				Upper Elementary				
Middle	Sweet Valley twins. 6,The new girl	Andelfinger, Nicole	9798368777337				Upper Elementary		Ages 8-12		Gr 3-7
Middle	Talons of Power: A Graphic Novel	Sutherland, Tui T.	978-1-339-00126-5				4 to 7				
Middle	Tesla	Colby, Jennifer	978-1-66890-951-5				Middle School				
Middle	Tesla	Rains, Dalton	9798368796222				Upper Elementary				
Middle	The accursed vampire	McGrane, Madeline	9781713758884				Middle School		Ages 8-12		Gr 5-8
Middle	The accursed vampire. The curse at witch camp	McGrane, Madeline	9781668887134				Middle School		Ages 8-12		
Middle	The Alien Escape Room	McGuire, Sarah	979-8-7656-4839-1	979-8-7656-4839-1			Middle School				The SJ review
Middle	The Amazon River	Sexton, Colleen A.	979-8-88687-996-4				Middle School				
Middle	The Atmosphere	McMichael, Karen	978-1-83569-319-3				Middle School				
Middle	The Bad Guys Attack of the Zittens	Blabey, Aaron	978-1-4242-6971-6	978-1-4242-6971-6			Middle School				
Middle	The Bad Guys In Let The Games Begin!	Blabey, Aaron	978-1-4242-8805-2	978-1-4242-8805-2			Middle School	When an energetic Big Bad Wolf tells a shark, a snake, and a pi			
Middle	The Bad Guys In Look Who's Talking	Blabey, Aaron	978-1-4242-8806-9	978-1-4242-8806-9			Middle School				"Guaranteed t
Middle	The best drivers of Formula One	Stathes, Corbu	9781098290726				Middle School				Gr 4-6
Middle	The Bigfoot queen	Jennifer Weiner	978-1-4814-7081-0				Upper Elementary		Ages 8-12		
Middle	The Biosphere	McMichael, Karen	978-1-5026-6446-4				Middle School				
Middle	The book of Boba Fett : junior novel	Joe Schreiber	978-1-368-09228-9				Upper Elementary				
Middle	The Cartoonists Club	Telgemeier, Raina	9798368749631				Upper Elementary	Grades 3-7	Ages 8-13	Ages 8-12	Gr 5-Up
Middle	The case of the bizarre bouquets	Springer, Nancy	9780329716011				Young Adult	Grades 6-9	Ages 11-15		Gr 5-8
Middle	The case of the cryptic crinoline	Springer, Nancy	9780329797249				Young Adult	Grades 5-8			Gr 5-9
Middle	The case of the disappearing duchess	Springer, Nancy	9781668897898				Young Adult				
Middle	The case of the left-handed lady	Springer, Nancy	9780329662233				Young Adult				Gr 5-9
Middle	The case of the missing marquess	Springer, Nancy	9781544458229				Young Adult	Grades 5-8	Ages 10-12	Ages 9-up	Gr 4-8
Middle	The case of the peculiar pink fan : an	Springer, Nancy	9780329773489				Young Adult	Grades 6-9	Ages 9-12		Gr 5-8
Middle	The Danube River	Davies, Monika	979-8-88687-997-1				Middle School				
Middle	The Dreamer	Ryan, Pam Munoz	978-0-605-40759-6				4-7				Gr 4-9
Middle	The Ganges River	Davies, Monika	979-8-88687-998-8				Middle School				
Middle	The Hydrosphere	McMichael, Karen	978-1-5026-6442-6				Middle School				
Middle	The International Space Station	Finan, Catherine C.	978-1-63691-507-4				Middle School				
Middle	The Mississippi River	Sexton, Colleen	979-8-88687-999-5				Middle School				
Middle	The Mysterious Moonlight Fair	Morrow, Jake	979-8-7656-4838-4	979-8-7656-4838-4			Middle School				
Middle	The Mysterious Mr. Platt	Borgia, Penny T.	979-8-7656-4832-2	979-8-7656-4832-2			Middle School				
Middle	The Nile River	Davies, Monika	979-8-89304-000-5	979-8-89304-000-5			Middle School				
Middle	The Peculiar Past In Ancient Egypt	Mather, Charis	979-8-88916-478-4	979-8-88916-478-4			Middle School				
Middle	The Peculiar Past In Ancient Greece	Mather, Charis	979-8-88916-479-1	979-8-88916-479-1			Middle School				
Middle	The Peculiar Past in Ancient Rome	Mather, Charis	979-8-88916-480-7	979-8-88916-480-7			Middle School				
Middle	The Peculiar Past In The Middle Ages	Mather, Charis	979-8-88916-477-7	979-8-88916-477-7			Middle School				
Middle	The red pyramid	Rick Riordan	978-136801358-1				Middle School	Grades 5-8	Ages 10+	Ages 9-12	Gr 4-9
Middle	The Secret Invention #5	Stilton, Thea	978-1-4242-7323-2	978-1-4242-7323-2			Middle School				
Middle	The Secret Scroll	Morrow, Jake	979-8-7656-4837-7	979-8-7656-4837-7			Middle School				
Middle	The Thief In Room 103	Borgia, Penny T.	979-8-7656-4833-9	979-8-7656-4833-9			Middle School				
Middle	The total eclipse of Nestor Lopez	Cuevas, Adrianna	9781713782506				Middle School	Grades 5-8	Ages 8-12	Ages 8-12	Gr 4-7
Middle	The tower of time	Peirce, Lincoln	9798368735634				Upper Elementary		Ages 7-12		
Middle	The Yangtze River	Davies, Monika	979-8-89304-001-2	979-8-89304-001-2			Middle School				
Middle	Tigers vs. Deer	Roggio, Sarah	979-8-7656-4733-2				Middle School				
Middle	Tornado Scientist	Carson, Mary Kay	978-0-358-74325-5				4 to 7				
Middle	Trailblazing Women in Soccer	Mattern, Joanne	978-1-684-04801-4				3 to 6		Ages 8-14		
Middle	Traitors in Space	Collins, Tim	978-1-665-97762-3				4 to 7			Ages 10-14	Gr 6-9
Middle	Trending: How and Why Stuff Gets Popular	Vermond, Kira	978-1-7714-7325-5				4 to 7		Ages 7-9		
Middle	Triathlon	Gish, Ashley	978-1-64026-768-8				Middle School				
Middle	Tryout	Soontornvat, Christina	978-1-338-74126-1				4 to 7				

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Middle	Turkey Hunting	Troup, Roxanne	979-8-89304-286-3				Middle School				
Middle	Viper	Gall, Jared	978-1-66895-665-6				Middle School				
Middle	Volcanoes	Beckerman, Nell Cross	978-1-338-87467-9				1 to 4				
Middle	Vortex of the Chaos Dragon	West, Tracey	978-1-339-02249-9				1 to 4				
Middle	War Games	Gratz, Alan	978-1-338-73610-6				5 to 9				Gr 4-8
Middle	Warp Zone: The Future of Gaming	Duling, Kaitlyn	978-1-7316-4879-2				4 to 7				Gr 4-8
Middle	Warrior Dog: The True Story of a Navy SEAL and His Fearless Canine F	Layden, Joe	978-1-250-83309-9				4 to 7		Ages 10-16		
Middle	Weirdo	Weaver, Tony, Jr.	978-1-250-77287-9				5 to 9		Ages 6-8		
Middle	Welcome to Scare School	Lerner, Jarrett	978-1-665-92208-1				K to 3				
Middle	What Do We Know About Alien Abduction?	Mayer, Kirsten	978-0-593-38755-9				4 to 7				
Middle	What Do We Know About Atlantis?	Bernay, Emma	978-0-593-38688-0				4 to 7				
Middle	What Do We Know About Bigfoot?	Korte, Steve	978-0-593-38669-9				4 to 7				
Middle	What Do We Know About Crop Circles?	Hubbard, Ben	978-0-593-38675-0				4 to 7				
Middle	What Do We Know About the Chupacabra?	Pollack, Pam and Belviso, Meg	978-0-593-52083-3				4 to 7				
Middle	What Do We Know About the Kraken?	Hubbard, Ben	978-0-593-65845-1				4 to 7				
Middle	What Do We Know About the Loch Ness Monster?	Korte, Steve	978-0-593-51920-2				4 to 7				
Middle	What Do We Know About the Roswell Incident?	Hubbard, Ben	978-0-593-51926-4				4 to 7				
Middle	What Do We Know About the Yeti?	Hubbard, Ben	978-0-593-75211-1				4 to 7				
Middle	What Is a Solar Eclipse?	Rau, Dana Meachen	978-0-593-66091-1				4 to 7				
Middle	What Is the Story of Smokey Bear?	KortÃ©, Steve	978-0-593-38570-8				4 to 7				
Middle	What Is the Story of the Headless Horseman?	Keenan, Sheila	978-0-593-52366-7				3 to 6				
Middle	What Is the Story of Transformers?	Snider, Brandon T.	978-0-593-38492-3				4 to 7				
Middle	What Is the Women's World Cup?	Shaw, Gina	978-0-593-52065-9				4 to 7				
Middle	What Was World War I?	Medina, Nico	978-0-593-52165-6				3 to 6				
Middle	Where Is the North Pole?	Stine, Megan	978-0-593-09324-5				4 to 7				
Middle	Where Is the Sahara Desert?	Fabiny, Sarah	978-0-593-52006-2				4 to 7				
Middle	Who Is Ariana Grande?	Anderson, Kirsten	978-0-593-88901-5				4 to 7				
Middle	Who Is Bill Gates?	Demuth, Patricia	978-0-448-46332-2				4 to 7				
Middle	Who Is George Lucas?	Pollack, Pam and Belviso, Meg	978-0-448-47947-7				4 to 7				
Middle	Who Is Lebron James?	Hubbard, Crystal	978-0-593-38744-3				4 to 7				
Middle	Who Is Lionel Messi?	Buckley, James, Jr.	978-0-593-75482-5				4 to 7				
Middle	Who Is Malala Yousafzai?	Brown, Dinah	978-0-448-48937-7				4 to 7				
Middle	Who Is Michael Phelps?	Hecht, Micah	978-1-524-79102-5				4 to 7				
Middle	Who Is Richard Branson?	Burgan, Michael	978-0-448-48315-3				4 to 7				
Middle	Who Is Shaquille O'Neal?	Labrecque, Ellen	978-0-399-54407-1				4 to 7				
Middle	Who Is Simone Biles?	Loh, Stefanie	978-0-593-52176-2				4 to 7				
Middle	Who Is Sonia Sotomayor?	Stine, Megan	978-0-399-54192-6				4 to 7				
Middle	Who Is Taylor Swift?	Anderson, Kirsten	978-0-593-75422-1				4 to 7				
Middle	Who Is the Man in the Air?: Michael Jordan	Soria, Gabe	978-0-593-38591-3				4 to 7				
Middle	Who is Tony Hawk?	Korte, Steve	9780593751817				Upper Elementary				
Middle	Who Is Travis Kelce?	Labrecque, Ellen	978-0-593-88825-4				4 to 7				
Middle	Who Is Zendaya?	Anderson, Kirsten	978-0-593-52347-6				4 to 7			Ages 9-11	Gr 2-5
Middle	Who was Frida Kahlo?	Fabiny, Sarah	978-0-605-80235-3				4-7				
Middle	Who Was Michelangelo?	Anderson, Kirsten	978-0-399-54395-1				4 to 7				
Middle	Who Was the First Man on the Moon? Neil Armstrong	Page, Nathan	978-0-593-22443-4				4 to 7				Gr 4-6
Middle	Who Was the Girl Warrior of France?: Joan of Arc	Searle, Sarah Winifred	978-0-593-22440-3				4 to 7			Ages 8-12	Gr 4-6
Middle	Who Was the Voice of the People?: Cesar Chavez	Blas, Terry	978-0-593-22449-6				4 to 7				Gr 2-5
Middle	Wild Hog Hunting	Troup, Roxanne	979-8-89304-287-0				Middle School				
Middle	Willie Mays: MLB MVP	Starr, Abbe L.	978-1-72847-655-1				Middle School				
Middle	Wolves vs. Moose	Hubbard, Ben	979-8-7656-2678-8				Middle School				
Middle	Wrath of the Rain God	Arenas Valenti, Karla	978-1-665-93600-2				2 to 5				Gr 4-8
Middle	Wrestling	Bolte, Mari	978-1-64026-769-5				Middle School				
Milam Book Vending Machine	Baby Zebra Rescue (IR) - Tanglewood Animal Park		540463								
Milam Book Vending Machine	Backyard Mystery		646661								

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Milam Book Vending Machine	Bad Butterfly		670951						7-10		
Milam Book Vending Machine	Bat-Boy Tim Says Boo! - School of Monsters		642724								
Milam Book Vending Machine	Be Brave! - Mindful Kids		678612								
Milam Book Vending Machine	Be Positive! - Mindful Kids		641239								
Milam Book Vending Machine	Be Resilient! - Mindful Kids		645367								
Milam Book Vending Machine	Beginners Animals Box Set (IR)		550844								
Milam Book Vending Machine	Beginners History Box Set (IR)		554224								
Milam Book Vending Machine	Best Day Ever		646685								
Milam Book Vending Machine	Best Party Ever		672610								
Milam Book Vending Machine	Bethany Sings Out (Book 4) - Shine		640362								
Milam Book Vending Machine	Big Adventure		673938								
Milam Book Vending Machine	Big Chicken Mystery		643011								
Milam Book Vending Machine	Boy Band of the Apocalypse (Book 1)		678308					Grades 5-7			
Milam Book Vending Machine	Bravest Kid		673921								
Milam Book Vending Machine	Breaking News (Book 1) - Kensy and Max		679923								
Milam Book Vending Machine	Bruno Won't Dance - School of Monsters		647484								
Milam Book Vending Machine	Bushfire Rescue (Book 2) - Extreme Adventures		671620								
Milam Book Vending Machine	Chloe Center Stage (Book 1) - Shine		640355								
Milam Book Vending Machine	Cloud Castle (Book 2) - Fairy Unicorns		542276								
Milam Book Vending Machine	Coral Reefs (IR) - Beginners		556358								
Milam Book Vending Machine	Crazy Cousins		671217								
Milam Book Vending Machine	Cutest Pet Ever		646708								
Milam Book Vending Machine	Deep Trouble (Book 5) - Secret Mermaid		536855								
Milam Book Vending Machine	Desert Challenge		640423								Gr 2-4
Milam Book Vending Machine	Dom's Special Things - School of Monsters		648207								
Milam Book Vending Machine	Dragon Catchers (Book 8) - Olivia's Secret Scribbles		646562								
Milam Book Vending Machine	Elephant Emergency (IR) - Tanglewood Animal Park		540487								
Milam Book Vending Machine	Ella Diaries Collection (14)		788573						7-11		Grade 3-5
Milam Book Vending Machine	Enchanted River (Book 4) - Fairy Unicorns		542290								
Milam Book Vending Machine	Escape from Wolfhaven Castle (Book 1) - Impossible Quest		674140						9-12		
Milam Book Vending Machine	Extra-Special Group		641338								
Milam Book Vending Machine	Extraordinary Life of Stephen Hawking		640751								
Milam Book Vending Machine	Fairy Picnic (Book 2) - A Sticker Dolly Story		550127								
Milam Book Vending Machine	Fizz and the Police Dog Tryouts (Book 1)		676120								
Milam Book Vending Machine	Frank is a Big Help - School of Monsters		644834								
Milam Book Vending Machine	Freddie's Amazing Bakery Complete Collection (4)		787109					Grades 2-4			
Milam Book Vending Machine	Frost Fair (Book 5) - Fairy Unicorns		542306								
Milam Book Vending Machine	Giraffes (IR) - Beginners		555467								
Milam Book Vending Machine	Grumpy Neighbor		642182								
Milam Book Vending Machine	Hairy Sam Loves Bread and Jam - School of Monsters		642694								
Milam Book Vending Machine	Hello Happy		677097								
Milam Book Vending Machine	Honey Bees		642199								
Milam Book Vending Machine	How Flowers Grow (IR) - Beginners		513405								
Milam Book Vending Machine	How to Win a Nobel Prize		678292					Grades 3-6			
Milam Book Vending Machine	Islands in the Sky (Book 9) - Fairy Unicorns- Fairy Unicorns		555115								
Milam Book Vending Machine	Jack's Many Moods - School of Monsters		648214								
Milam Book Vending Machine	Jamie Lee's Birthday Treat - School of Monsters		642717								
Milam Book Vending Machine	Jem's Big Idea - School of Monsters		646364								
Milam Book Vending Machine	Jess Makes a Mess - School of Monsters		644841								
Milam Book Vending Machine	Jungle Challenge		640430								Gr 2-4
Milam Book Vending Machine	Killer Whale (Book 7) - Extreme Adventures		673600								
Milam Book Vending Machine	Kingdom Under the Sea (Book 7) - Fairy Unicorns		554101								
Milam Book Vending Machine	Lightning Girl (Book 1)		640782					Grades 3-6			
Milam Book Vending Machine	Lightning Girl Complete Collection (4)		786823								Middle Grade

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Milam Book Vending Machine	Lily's Secret Audition (Book 3) - Shine		640379								
Milam Book Vending Machine	Little Lie		672573								
Milam Book Vending Machine	Lizards (IR) - Beginners		544096								
Milam Book Vending Machine	Luna Boo Has Feelings Too - School of Monsters		644810								
Milam Book Vending Machine	Magic Forest (Book 1) - Fairy Unicorns		542269								
Milam Book Vending Machine	Man-Eater (Book 6) - Extreme Adventures		673419								
Milam Book Vending Machine	Mary Has the Best Pet - School of Monsters		642687								
Milam Book Vending Machine	Mindful Activities (QR)		554590								
Milam Book Vending Machine	Monsters at the Beach - Billy and the Mini Monsters		545154								
Milam Book Vending Machine	Monsters Go Green - Billy and the Mini Monsters		552824								
Milam Book Vending Machine	Monsters Go Party! - Billy and the Mini Monsters		542245								
Milam Book Vending Machine	Monsters on a Plane - Billy and the Mini Monsters		542238								
Milam Book Vending Machine	Monsters on a Sleepover - Billy and the Mini Monsters		556457								
Milam Book Vending Machine	Monsters on the Loose - Billy and the Mini Monsters		542214								
Milam Book Vending Machine	Monsters on the Move - Billy and the Mini Monsters		542252								
Milam Book Vending Machine	Mountain Challenge		679374								Gr 2-4
Milam Book Vending Machine	Music Makers (Book 7) - Olivia's Secret Scribbles		646555								
Milam Book Vending Machine	My First Phonics Reading Library		549343								
Milam Book Vending Machine	My Year of Art		640942								
Milam Book Vending Machine	My Year of Discovery		644520								
Milam Book Vending Machine	My Year of Questions		645732								
Milam Book Vending Machine	My Year of Writing		641703								
Milam Book Vending Machine	New Friend		671255								
Milam Book Vending Machine	Night Fright		673914								
Milam Book Vending Machine	No Worries! - Mindful Kids		677103								
Milam Book Vending Machine	Operation Robot Storm (Book 1) - The Mythical 9th Division		670746						9-11		
Milam Book Vending Machine	Other Teacher		643073								
Milam Book Vending Machine	Pete's Big Feet - School of Monsters		642700								
Milam Book Vending Machine	Pip Loves to Cook - School of Monsters		647491								
Milam Book Vending Machine	Playground Problem		672603								
Milam Book Vending Machine	Return of the Dark Queen (Book 6) - Secret Mermaid		536848								
Milam Book Vending Machine	Safari Challenge		679312								Gr 2-4
Milam Book Vending Machine	Scary Solo		671224								
Milam Book Vending Machine	Scorpion Sting (Book 4) - Extreme Adventures		672207								
Milam Book Vending Machine	Sea Challenge		641154								Gr 2-4
Milam Book Vending Machine	Second-best Friend		670982								
Milam Book Vending Machine	Secret Message		672566								
Milam Book Vending Machine	Shark Bait (Book 3) - Extreme Adventures		671194								
Milam Book Vending Machine	Sleep Tight! - Mindful Kids		642762								
Milam Book Vending Machine	Sloths (IR) - Beginners		554514								
Milam Book Vending Machine	Special Guest		646678								
Milam Book Vending Machine	Spider Bite (Book 5) - Extreme Adventures		673440								
Milam Book Vending Machine	Star Spell (Book 6) - Fairy Unicorns		542313								
Milam Book Vending Machine	Sticker Life Stories: Frida Kahlo		649044								
Milam Book Vending Machine	Sticker Life Stories: Jane Goodall		649051								
Milam Book Vending Machine	Sticker Life Stories: Marie Curie		649037								
Milam Book Vending Machine	Sticker Life Stories: Maya Angelou		649068								
Milam Book Vending Machine	Super Science Stars (Book 4) - Olivia's Secret Scribbles		643004								
Milam Book Vending Machine	Treasure Quest (Book 8) - Fairy Unicorns		554637								
Milam Book Vending Machine	True Stories of Ghosts		537685								
Milam Book Vending Machine	Underwater Magic (Book 3) - Secret Mermaid		534882								
Milam Book Vending Machine	Unicorn Parade (Book 9) - Olivia's Secret Scribbles		646579								
Milam Book Vending Machine	Unworry Coloring Book (QR)		552886								
Milam Book Vending Machine	Unworry Drawing Book		552596								

Elementary, Middle or High	Title	Author	ISBN	ISBN-13	ISBN- HB	ISBN-PB	Audience	Booklist	Kirkus	PW	SLJ
Milam Book Vending Machine	Usborne Storybook Reading Library		556839								
Milam Book Vending Machine	Vlad Collection		786821								
Milam Book Vending Machine	Vlad, the World's Worst Vampire		641635						7-10		
Milam Book Vending Machine	Wayward Witch and the Feelings Monster		679268								
Milam Book Vending Machine	Weather (IR) - Beginners		512538								
Milam Book Vending Machine	Worst Sleepover		671859								

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Student and Staff Travel to Salamanca, Spain for the Study Abroad Program

REFERENCE: Goal 1: Students Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
McAllen ISD in partnership with Cursos Internacionales de la Universidad de Salamanca offers McAllen ISD 11th-grade students the opportunity to study abroad for two weeks in Salamanca, Spain.

Studying abroad is one of the best ways to acquire global skills and access personal and professional opportunities. Studying abroad is a life-changing experience for many students, opening their eyes to different ways of life and promoting cultural understanding and tolerance.

The University at Salamanca, Spain will provide university credit hours, an official university transcript, excursions, medical insurance, room, and board.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Board Policy FMG (LOCAL) requires board approval for student out of country travel.
Twenty students and three MISD staff members will be traveling to Salamanca, Spain from June 13, 2026 to June 27, 2026 for the Study Abroad Program.

LEGAL REVIEW: None required.

BUDGETARY CONSIDERATIONS:
Estimated cost per student is $4,500. All students will fund travel independently. Staff will be funded from local funds at an estimated cost of $8,000.

RECOMMENDED BOARD ACTION:
That the board of trustees approve Student and Staff Travel to Salamanca, Spain for the Study Abroad Program.

Attachment: ☑

SUBMITTED BY: Alexandra Gonzalez

SUPERVISOR: Rosalba De Hoyos (Nov 3, 2025 14:53:35 CST)

For further information contact:
Name: Alexandra Gonzalez
Office: 956-618-6059
eMail: alexandra.gonzalez2@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 15:00:55 CST)

Superintendent of Schools



SALAMANCA, SPAIN

APPLY TODAY

11th Graders

McALLEN ISD
Study Abroad Program



STUDY ABROAD PROGRAM

June 13-27, 2026

Spend the summer in Salamanca, Spain! Salamanca becomes an extension of your classroom as you explore Spanish parks, monuments, churches, and museums while attending classes taught by ***La Universidad de Salamanca*** professors. Participants will experience the whole university experience by attending classes, staying in the dorms, and networking with university students.

Courses

Spanish Language, Culture, and Speech

Program Cost: $4,500.00

(Private pay/sponsors, recommended.)

Click and Apply Today!

128

DEADLINE TO APPLY October 24th

Contact your counselor for additional information!

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding Marketing and Communications Department

REFERENCE: Goal 1: Student Achievement/ Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

This report provides an overview of the Marketing and Communications Department's initiatives, projects, and outreach efforts. It highlights key accomplishments and strategies used to promote district programs, events, and community engagement.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

None Required

LEGAL REVIEW:

None Required

BUDGETARY CONSIDERATIONS:

None Required

RECOMMENDED BOARD ACTION:

This item is for informational purposes only.

SUBMITTED BY: FELICIA VILLARREAL (Nov 5, 2025 16:25:58 CST)

SUPERVISOR: Alberto Canales (Nov 5, 2025 16:39:56 CST)

For further information contact:
Name: Felicia Villarreal
Office: Marketing & Communications
eMail: Felicia.Villarreal@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 5, 2025 16:42:15 CST)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on the McAllen Independent School District Policy EFB (LOCAL)-Instructional Resources; Library Materials-School Library Advisory Council (SLAC)-Resolution

REFERENCE: Goal 1: Student Achievement /Student Focus, Strategy 4:Rigorous/World Class Standards to Customize for Every Learner

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Senate Bill 13, from the 89th Legislative Session, addresses school district library materials and catalogs, the establishment of a School Library Advisory Council (SLAC), and parental rights regarding student access to library materials.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Education Code 33.025 authorizes districts to establish a SLAC to assist in ensuring that local community values are reflected in each school library catalog.

LEGAL REVIEW:

TASB Policy Services

BUDGETARY CONSIDERATIONS:

On-going contract with TASB policy services.

RECOMMENDED BOARD ACTION:

Administration is recommending action on this item.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Oct 31, 2025 09:46:42 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Nov 3, 2025 08:09:32 CST)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 08:28:08 CST)

Superintendent of Schools

Resolution Establishing a Local School Library Advisory Council

WHEREAS, Senate Bill 13 from the 89th Legislative Session relates to a District's library materials and catalog, the establishment of a local school library advisory council (SLAC), and parental rights regarding public school library catalogs and access by the parent's child to library materials;

WHEREAS, Education Code 33.025 allows a District to establish a SLAC to assist the District in ensuring that local community values are reflected in each school library catalog in the District;

WHEREAS, a District that establishes a SLAC must consider the recommendations of the SLAC before adding library materials to a school library catalog, removing library materials from a school library catalog following a challenge to the library material, or making changes to policies or guidelines related to a school library catalog;

WHEREAS, the SLAC's duties include recommending:

1. Policies and procedures for the acquisition of library materials consistent with local community values;
2. To the Board of Trustees whether library materials proposed for acquisition under the law are appropriate for each grade level of the District or campus for which the library materials are proposed to be acquired;
3. If feasible, joint use agreements or strategies for collaboration between the District and local public libraries and community organizations;
4. The removal of any library materials that the SLAC determines to be harmful material or material containing indecent content or profane content that is inconsistent with local community values or age appropriateness;
5. The policies and procedures for processing challenges received;
6. The action to be taken by the District in response to a challenge;

WHEREAS, any recommendation made by the SLAC must adhere to the library standards approved under Education Code 33.021;

WHEREAS, the SLAC must consist of at least five members, with each member appointed by the Board of Trustees, and with each Trustee appointing an equal number of members;

WHEREAS, each member of the Board of Trustees, shall appoint one voting member and one non-voting member for a total of 14 members to the SLAC

WHEREAS, each voted member of the SLAC, shall serve a term of one year.

WHEREAS, each SLAC voting membership and non-voting membership be aligned to trustee places so that the trustee has the authority to replace membership to the SLAC. (Voting and non-voting members).

WHEREAS, ~~a majority of~~ the voting members of the SLAC must be persons who are parents of students enrolled in the District and who are not employed by the District;

WHEREAS, one of those members of the SLAC shall serve as chair of the council;

WHEREAS, the Board of Trustees may also appoint one or more persons to serve as non-voting members of the SLAC from any of the following groups:

1. Classroom teachers employed by the District;
2. Librarians employed by the District;
3. School counselors certified under Subchapter B, Chapter 21, employed by the District;
4. School administrators employed by the District;
5. The business community;
6. The clergy;

WHEREAS, the SLAC shall meet at least two times each year and at other times as necessary to fulfill the council's duties;

WHEREAS, for each meeting, the SLAC shall:

1. Post at least 72 hours before the meeting:
2. Post notice of the date, hour, place, and subject of the meeting on a bulletin board in the central administrative office of each campus in the District;
3. Ensure that the notice required is posted on the District's website, if the District has a website;
4. Prepare and maintain minutes of the meeting that state the subject and content of each deliberation and each vote, order, decision, or other action taken by the SLAC during the meeting;
5. Make an audio or video recording of the meeting;
6. Not later than the 10th day after the date of the meeting, submit the minutes and audio or video recording of the meeting to the District;

WHEREAS, as soon as practicable after receipt of the minutes and audio or video recording discussed above, the District shall post the minutes and audio or video recording on the District's website, if the District has a website.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of _____ School District establishes a local school library advisory council.

FURTHER RESOLVED that the members of the SLAC are:

[identify the members of the SLAC]

Aaron D. Rivera- Board President (Place 5)

1. _____
   Voting Member

2. _____
   Non Voting -Member

Lucia Regalado- Board Vice-President (Place 2)

1. _____
   Voting Member

2. _____
   Non Voting -Member

Dr. Elizabeth Kittleman- Board Secretary (Place 1)

1. _____
   Voting Member

2. _____
   Non Voting -Member

Robert J. Carreon- Board Member (Place 3)

1. _____
   Voting Member

2. _____
   Non Voting -Member

Erica de la Garza-Lopez- Board Member (Place 4)

1. _____
   Voting Member

2. _____
   Non Voting -Member

Robert A. Haddad- Board Member (Place 7)

1. _____
   Voting Member

2. _____
   Non Voting -Member

Sofia M. Pena- Board Member (Place 6)

1. _____
   Voting Member

2. _____
   Non Voting -Member

Adopted this _____ *(date)* day of _____ *(month),* _____ *(year)*, by the Board.

Board President's signature: _____

Board Secretary's signature: _____

DATE ISSUED:

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on the McAllen Independent School District Policy EFB (LOCAL)-Instructional Resources; Library Materials-School Library Advisory Council (SLAC)-Second Reading

REFERENCE: Goal 1: Student Achievement /Student Focus, Strategy 4:Rigorous/World Class Standards to Customize for Every Learner

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Senate Bill 13, from the 89th Legislative Session, addresses school district library materials and catalogs, the establishment of a School Library Advisory Council (SLAC), and parental rights regarding student access to library materials.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Education Code 33.025 authorizes districts to establish a SLAC to assist in ensuring that local community values are reflected in each school library catalog.

LEGAL REVIEW:

TASB Policy Services

BUDGETARY CONSIDERATIONS:

On-going contract with TASB policy services.

RECOMMENDED BOARD ACTION:

Administration is recommending action on this item.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Oct 31, 2025 09:29:44 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Nov 3, 2025 14:48:03 CST)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 14:57:41 CST)

Superintendent of Schools

PROPOSED POLICY

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

School Library Advisory Council

The Board has established a school library advisory council (SLAC). At the first meeting of the SLAC, the members shall select a chair.

The SLAC shall meet at least two times each year but may hold additional meetings in order to consider recommendations from District staff and fulfill its statutory duties.

Collection Development Policy

In this policy, “library materials” is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure the members of the SLAC, librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District’s collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation and Procurement of Materials

Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall assist the SLAC in developing the list of library material recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District residents.
2. Consultation with District teachers and library staff.

3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

The SLAC shall recommend to the Board a list of library materials for procurement.

The Board shall consider the SLAC's recommended list of library materials that have been donated or proposed by the SLAC for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and Proposed Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

Access Procedures

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from Inappropriate Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material"; any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a web-

site, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Challenge of Library Material

A District employee, a parent or guardian of a District student, or a District resident may challenge library material maintained in the District's library program.

The SLAC shall recommend to the Board for adoption the procedures for challenging library materials.

Guiding Principles

The following principles shall guide the review of a challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff, SLAC, and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Formal Challenge

The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

In addition to copies of the completed form being provided to the members of the SLAC in accordance with law, copies shall also be provided to the Board, the Superintendent, the school librarian, and any other staff designated in administrative procedures.

SLAC Recommendation	The SLAC shall consider the challenge in accordance with Board-adopted procedures and in accordance with law and shall make a recommendation to the Board. Any meeting of the SLAC or a review committee, if any, must comply with the meeting requirements under Education Code 33.024(g) and (h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District. The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the SLAC's recommendation.
Appeal	An individual who submitted a challenge may appeal the decision of the SLAC to the Board in accordance with the challenge procedures. When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.
Frequency of Review	After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.
Removal of Library Materials	If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.
Maintenance of Library Materials	In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]
Gifts and Donations	The Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review This policy shall be reviewed at least every three years and revised as necessary.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding the Delinquent Tax Collections for the Period of July 1, 2025 to September 30, 2025

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In order to keep the Board of Trustees informed, the firm of Linebarger, Goggan, Blair & Sampson LLP has prepared the enclosed Delinquent Tax Collection Report .

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The report summarizes the results achieved by Linebarger, Goggan, Blair & Sampson LLP on the delinquent tax collection efforts for the 2025 - 2026 fiscal year .

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the Delinquent Tax Collections for the Period of July 1, 2025 to September 30, 2025 is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Nov 3, 2025 08:19:08 CST)

SUPERVISOR: Lorena Garcia (Nov 4, 2025 08:23:49 CST)

For further information contact:
Name: Joel, Garcia, CPM
Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 4, 2025 08:39:31 CST)

Superintendent of Schools

McALLEN INDEPENDENT SCHOOL DISTRICT

McALLEN ISD

DELINQUENT TAX COLLECTION REPORT

NOVEMBER 11, 2025

LINEBARGER
ATTORNEYS AT LAW

1512 South Lone Star Way, Edinburg, Texas 78539 ✪ Tel. (956) 383-4500

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

1512 S. Lone Star Way ★ Edinburg, Texas 78539
Tel: (956) 383-4500 Fax: (956) 383-7820

November 11, 2025

Mr. Aaron D. Rivera, President
Ms. Lucia Regalado, Vice-President
Dr. Elizabeth Kittleman, Secretary
Mr. Robert J. Carreon, Trustee
Mrs. Erica De La Garza-Lopez, Trustee
Mr. Roberto A. Haddad, Trustee
Mrs. Sofia M. Pena, Trustee
Dr. René Gutiérrez, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501

RE: Delinquent Tax Collection for July 01, 2025 through September 30, 2025

Dear Dr. Gutiérrez and Board of Trustees:

The Linebarger Goggan Blair & Sampson, LLP Report highlights our delinquent ad valorem tax collection program on behalf of the McAllen Independent School District. Our collection results, as noted herein, continue to be successful for the McAllen Independent School District.

Please know that we truly appreciate the opportunity to represent the McAllen Independent School District on all delinquent ad valorem tax matters. As always, we will continue to provide the McAllen Independent School District with quality representation, consistent results, and an ample experienced staff of attorneys and legal assistants dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,

Kelly R. Salazar
Capital Partner

LINEBARGER
ATTORNEYS AT LAW

Our delinquent tax collection program for the McAllen Independent School District continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to the McAllen Independent School District and to only use the tool of litigation as a final option. We listen and continually adapt to your changing needs to ensure that we are providing the best possible service and deliver customized collection programs that yield the best possible results. The following information is an overview of our collections efforts during this reporting period.

MAILINGS

Our extensive mailing program is designed to advise people who have not paid their delinquent taxes to McAllen Independent School District. During the course of the fiscal year, we send delinquent notices, with varying degrees of intensity to every delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

3 Demand Mailing – 6,578 Statements Mailed

CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to the McAllen Independent School District and its residents. Equipped with multi-skilled representatives, we create and manage flexible payment plans for taxpayers experiencing any financial hardship.

1,316
Phone Calls

74
Pay Off Requests

54
On-Site Visits

LITIGATION

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties, including all lien holders, are identified and served with notice of the lawsuit.

Litigation Activity	Cases	Base, Penalty and Interest
• Filed Lawsuits	16	$86,665
• Lawsuits Disposed	15	$89,866
• Judgments Taken	7	$24,999
• Pending Litigation	255	$1,501,311

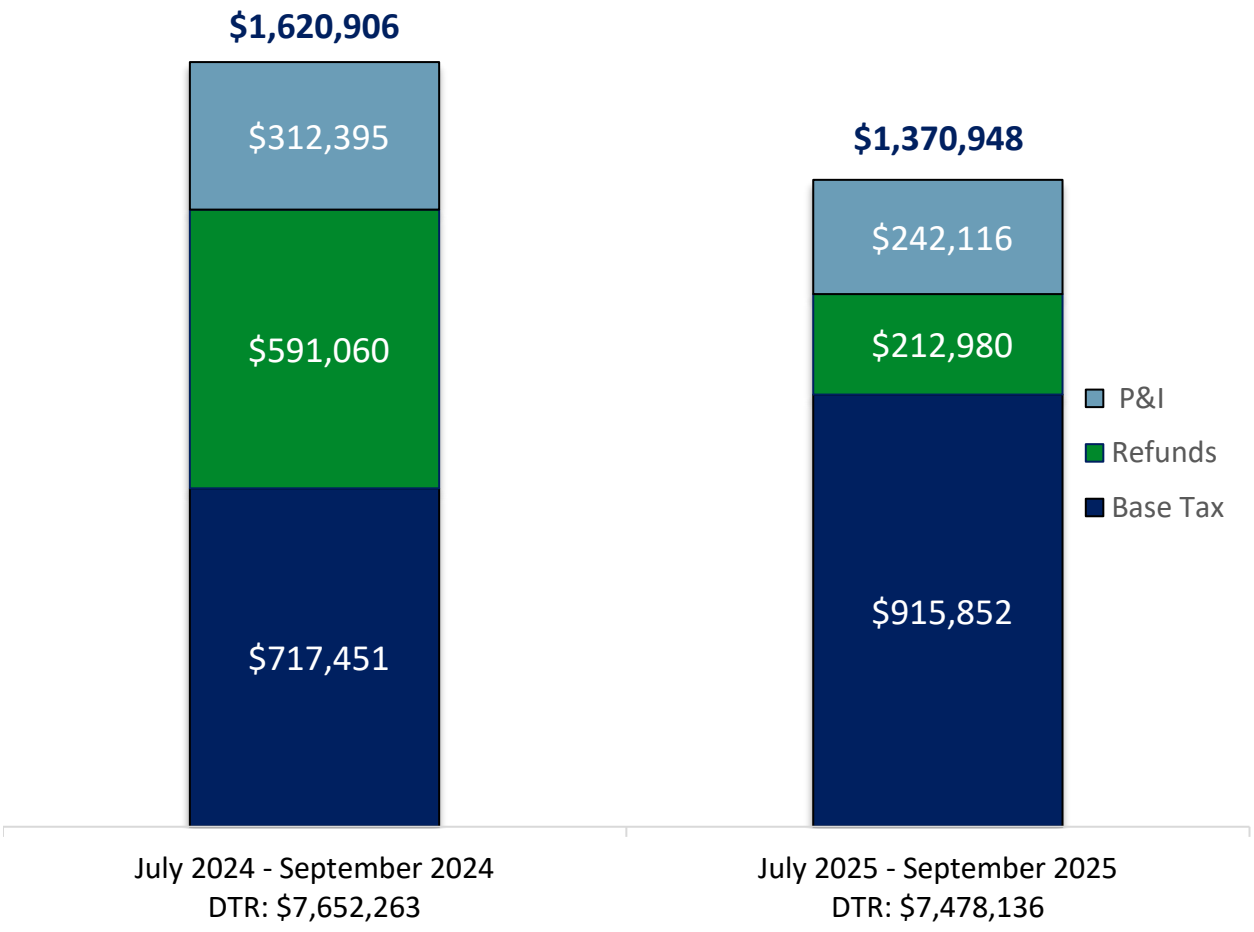
TAX SALES/RESALES

Our Office regularly monitors all judgments we take on behalf of the McAllen Independent School District. During this quarter, two (2) tax sales were conducted, placing four (4) properties for sale.

Tax Sale Result	Number of Properties	Base, Penalty and Interest
Sold	2	$17,044
Paid in Full / Agreements	2	$12,198

COLLECTIONS

1ST QUARTER COLLECTION COMPARISON
JULY - SEPTEMBER



Source: Hidalgo County Tax Office Reports

FUTURE OVERVIEW

Our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for McAllen Independent School District. We will continue to offer firm yet flexible payment options for the McAllen Independent School District taxpayers.

Review of Pending Judgments and the Filing of Additional Lawsuits

During the next quarter we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the School District.

Mailing Program

We have completed our scheduled mailing on behalf of the School District for the upcoming quarter. In addition to our scheduled mailing, our in-house letter program sends letters to taxpayers who are otherwise non-responsive to phone calls. These letters inform the delinquent taxpayer of options available for payment during this period.

Digital Outreach

Our office has implemented a new outreach initiative to delinquent taxpayers by sending text message reminders in addition to traditional mailed notices. These messages are delivered using a **short code** (a 5-to-6-digit number regulated by mobile carriers) which enhances **legitimacy, security, and reliability** while ensuring Linebarger's **branding is clearly displayed** so residents can easily recognize the sender. Short codes reduce the risk of messages being mistaken for spam, improve delivery rates, and demonstrate compliance with industry standards. A concise summary of the account, a phone number, and direct links to our vetted payment portal—ensuring the process remains simple, transparent, and accessible. When we help people resolve their obligations more easily, we help the district recover vital revenue more efficiently.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the McAllen Independent School District will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding Taxes Collected for July through September 2025.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Hidalgo County Tax Office has been collecting the District's current taxes since 1996.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Tax roll modifications are due to late homestead exemptions, properties under protest, omitted properties and rollbacks. These modifications resulted in a quarterly net decrease to taxes receivable of $134,903.97 for July through September 2025. Modifications are posted to the general ledger on a monthly basis and are included as part of the monthly tax report.

The July through September 2025 Tax Collections Reports are attached. The amount collected was $965,060.56.
July:
Local Maintenance Collection $212,743.64
Debt Service Collection $38,884.95
August:
Local Maintenance Collection $302,114.96
Debt Service Collection $54,585.99
September:
Local Maintenance Collection $304,346.30
Debt Service Collection $52,384.72

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

Not required.

RECOMMENDED BOARD ACTION:

The Report Regarding Taxes Collected for July through September 2025 is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Oct 30, 2025 13:21:59 CDT)

SUPERVISOR: Lorena Garcia (Nov 3, 2025 08:05:56 CST)

For further information contact:
Name: Joel, Garcia, CPM
Chief Financial Officer
Office: (956) 618-6016
eMail: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 08:29:24 CST)

Superintendent of Schools

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
JULY 2025

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2025/2026	COLLECTED 2024/2025
2025 TAX ROLL			-		-	#DIV/0!	
2024 & PRIOR YRS	7,478,136.27	251,628.59	(146,229.89)	(215,966.82)	6,864,310.97	3.54%	-2.10%
ROLLBACK	215,441.43		-	226,898.35	442,339.78	0.00%	0.00%
TOTALS	7,693,577.70	251,628.59	(146,229.89)	10,931.53	7,306,650.75		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JULY 2025

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX			CURRENT
CURRENT YEAR-P&I			
PRIOR YEARS-BASE TAX	251,628.59	(215,966.82)	PRIOR
PRIOR YEARS-P&I	90,186.96		
ROLLBACK		226,898.35	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	72,804.72	(146,229.89)	PURGED
TOTAL COLLECTIONS	414,620.27	(135,298.36)	
LESS TRANSFERRED	340,831.50		
LESS IN TRANSIT	59,727.41		
LESS DUE TO HCAD COMM FEES	207.36		
LESS DUE TO CO TREASURER	13,854.00		
	-		
BALANCE	0.00		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JULY 2025 IS CORRECT.

Pablo (Paul) Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS

HIDALGO COUNTY ASSESSOR & COLL OF TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF AUGUST 2025 A.D.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
Mark A. Martinez
Notary ID# 13366428-4
My Comm. Exp. 04-18-2026
STATE OF TEXAS

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
AUGUST 2025

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2025/2026	COLLECTED 2024/2025
2025 TAX ROLL			-		-	#DIV/0!	
2024 & PRIOR YRS	7,478,136.27	608,329.54	(146,229.89)	(215,572.43)	6,508,004.41	8.55%	7.39%
ROLLBACK	215,441.43		-	226,898.35	442,339.78	0.00%	54.91%
TOTALS	7,693,577.70	608,329.54	(146,229.89)	11,325.92	6,950,344.19		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2025

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	-	-	CURRENT
CURRENT YEAR-P&I	-		
PRIOR YEARS-BASE TAX	356,700.95	394.39	PRIOR
PRIOR YEARS-P&I	86,847.77		
ROLLBACK	-	-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	63,814.17	-	PURGED
TOTAL COLLECTIONS	507,362.89	394.39	
LESS TRANSFERRED	327,486.79		
LESS IN TRANSIT	165,816.13		
LESS DUE TO HCAD COMM FEES	205.97		
LESS DUE TO CO TREASURER	13,854.00		
	-		
BALANCE	0.00		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2025 IS CORRECT.

Pablo (Paul) Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 11TH DAY OF SEPTEMBER 2025 A.D.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
Mark A. Martinez
Notary ID#
13366428-4
My Comm. Exp.
04-18-2026
STATE OF TEXAS

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
SEPTEMBER 2025

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2025/2026	COLLECTED 2024/2025
2025 TAX ROLL			-		-	#DIV/0!	
2024 & PRIOR YRS	7,478,136.27	915,851.66	(146,229.89)	(215,572.43)	6,200,482.29	12.87%	10.79%
ROLLBACK	215,441.43	49,208.90	-	226,898.35	393,130.88	11.12%	95.88%
TOTALS	7,693,577.70	965,060.56	(146,229.89)	11,325.92	6,593,613.17		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF SEPTEMBER 2025

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	-	-	CURRENT
CURRENT YEAR-P&I	-		
PRIOR YEARS-BASE TAX	307,522.12	-	PRIOR
PRIOR YEARS-P&I	65,081.41		
ROLLBACK	49,208.90	-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	43,924.12	-	PURGED
TOTAL COLLECTIONS	465,736.55	-	
LESS TRANSFERRED	327,814.59		
LESS IN TRANSIT	123,931.36		
LESS DUE TO HCAD COMM FEES	136.60		
LESS DUE TO CO TREASURER	13,854.00		
	-		
BALANCE	0.00		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF SEPTEMBER 2025 IS CORRECT.

Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 7TH DAY OF OCTOBER 2025 A.D.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
Mark A. Martinez
Notary ID# 13366428-4
My Comm. Exp. 04-18-2026
STATE OF TEXAS

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding the Financial and Investment Report for the Quarter of July - September 2025

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

CDA Local requires the submission of an investment report at least quarterly.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The quarterly financial reflects the following:

-General Fund Comparison of Budget to Revenues, Expenditures and Encumbrances

-Quarterly Investment Report

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the Financial and Investment Report for the Quarter of July - September 2025 is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Nov 3, 2025 13:30:57 CST)

SUPERVISOR: Lorena Garcia (Nov 3, 2025 14:40:37 CST)

For further information contact:
Name: Joel, Garcia, CPM
Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 14:42:16 CST)

Superintendent of Schools

COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES
FOR THE MONTH OF SEPTEMBER 30, 2025

	A APPROVED BUDGET 2024-25 09/30/24	B YTD ACTUAL 07/01/24 TO 09/30/2024	C APPROVED BUDGET 2025-26 09/30/25	D YTD ACTUAL 07/01/25 TO 09/30/2025	E DIFFERENCE C - D	F OUTSTANDING ENCUMBRANCES 10/01/25 TO 06/30/26	G YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	H BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
REVENUES:								
LOCAL AND INTERMEDIATE SOURCES	$5,313,658	$2,025,046	$6,316,751	$1,391,343	$4,925,408		$1,391,343	$4,925,408
PROPERTY TAXES	79,212,593	555,768	69,619,390	1,026,401	68,592,989		1,026,401	68,592,989
STATE PROGRAM REVENUES	140,703,661	27,538,905	162,342,929	37,230,690	125,112,239		37,230,690	125,112,239
FEDERAL PROGRAM REVENUES	24,288,552	4,197,181	26,786,195	4,298,465	22,487,730		4,298,465	22,487,730
OTHER RESOURCES/NON-OPERATING REVENUES	57,824	105,022	8,395	29,854	(21,459)		29,854	(21,459)
SUB TOTAL	$249,576,288	$34,421,922	$265,073,660	$43,976,754	$221,096,906		$43,976,754	$221,096,906
EXPENDITURES:								
11 INSTRUCTION	$136,758,813	$8,118,841	$139,309,070	$15,235,335	$124,073,735	104,697,264	$119,932,599	$19,376,471
12 INST. RES. & MEDIA SERVICES	3,373,030	363,371	3,387,638	373,456	3,014,182	2,536,774	2,910,231	477,407
13 CURRICULUM DEV. & INST. STAFF DEV.	4,125,635	834,573	4,210,696	941,789	3,268,907	1,925,215.00	2,867,004	1,343,692
21 INST. LEADERSHIP	3,709,393	775,391	3,153,554	769,488	2,384,066	1,870,407.00	2,639,895	513,659
23 SCHOOL LEADERSHIP	13,951,254	2,036,142	14,515,027	2,767,444	11,747,584	10,157,666.89	12,925,110	1,589,917
31 GUID., COUNSELING & EVAL. SER.	10,801,373	1,595,995	11,807,457	1,653,869	10,153,588	8,248,384.42	9,902,253	1,905,204
32 SOCIAL WORK SERVICES	1,970,080	297,496	1,904,577	299,081	1,605,496	1,411,984.30	1,711,065	193,512
33 HEALTH SERVICES	3,029,089	324,157	3,016,312	333,179	2,683,133	2,282,654.24	2,615,833	400,479
34 STUDENT (PUPIL) TRANS.	6,415,839	902,519	4,700,020	940,799	3,759,221	686,352.09	1,627,151	3,072,869
35 FOOD SERVICES	22,335,901	3,303,081	24,347,836	3,661,983	20,685,853	10,715,047.39	14,377,031	9,970,805
36 CURRICULAR/EXTRACURRICULAR ACT.	11,063,085	1,627,315	10,950,586	1,887,737	9,062,849	4,930,596.03	6,818,333	4,132,253
41 GENERAL ADMINISTRATION	7,751,143	1,783,980	7,984,788	1,979,440	6,005,348	4,296,994.19	6,276,434	1,708,354
51 PLANT MAINT. & OPERATIONS	23,420,458	5,432,733	22,114,930	6,214,487	15,900,443	8,405,712.41	14,620,200	7,494,730
52 SECURITY AND MONITORING SERV.	7,211,919	1,171,982	6,827,620	1,535,004	5,292,616	3,209,807.07	4,744,811	2,082,809
53 DATA PROCESSING SERVICES	5,551,312	1,340,121	5,478,228	1,725,823	3,752,405	2,271,168.49	3,996,991	1,481,237
61 COMMUNITY SERVICES	89,675	7,320	93,995	8,270	85,725	69,234.03	77,504	16,491
71 DEBT SERVICE	4,944,133	1,032,687	5,102,005	992,148	4,109,857	17,602.62	1,009,751	4,092,254
81 FAC. ACQUISITION & CONST.	1,989,373	67,498	3,502,403	60,130	3,442,273	278,480.13	338,611	3,163,792
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	40,000	20,000	40,000	20,000	20,000.00	-	20,000	20,000
99 OTHER INTERGOVERNMENTAL CHARGES	1,072,698	529,636	1,354,947	624,175	730,772	-	624,175	730,772
00 OTHER USES/NON-OPERATING EXPENSES	1,000,000	1,000,000	-	-	-	-	-	-
SUB TOTAL	$270,604,203	$32,564,838	$273,801,689	$42,023,639	$231,778,050	168,011,344	$210,034,983	$63,766,706
REVENUES OVER (UNDER) EXPENDITURES		$1,857,084		$1,953,115				
PRELIMINARY BEGINNING FUND BALANCE		145,855,570		152,193,437				
PRELIMINARY ENDING FUND BALANCE		$147,712,654		$154,146,552				
PRELIMINARY OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		$109,976,278		$99,587,594				

MCALLEN ISD

Quarterly Investment Report

AS OF SEPTEMBER 30, 2025

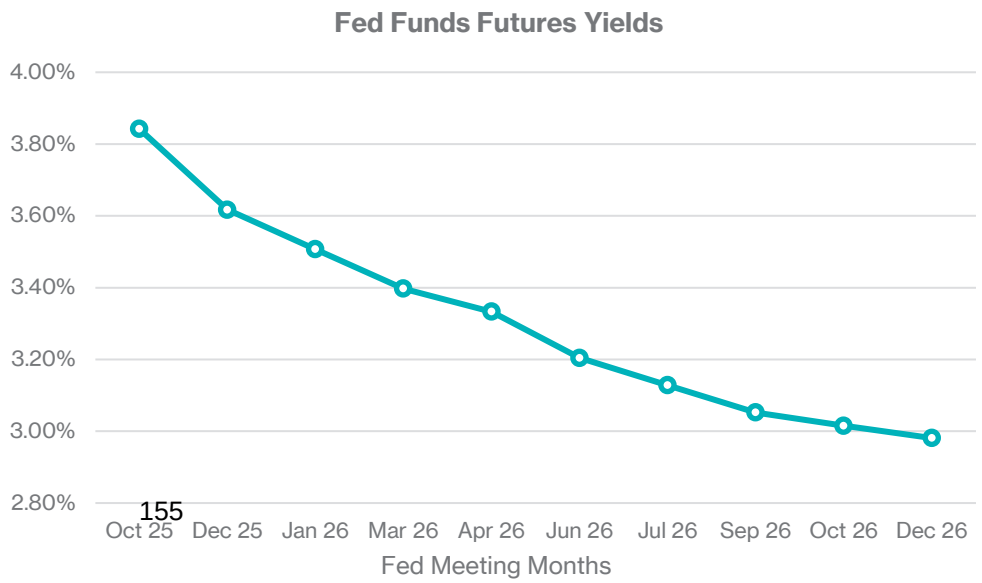


MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- Fed lowered the Fed Funds rate by .25% at the September 17th meeting
- Labor market continued to show signs of slowing as 22,000 jobs were created in September
- U.S. Treasury rates were generally lower for the month of September
- GDP rebounded in Q2 to 3.8% from the tariff-induced decline of -0.5% in Q1
- Atlanta Fed's GDPNow forecast is projecting a 3.9% GDP for Q3
- The futures market and the Fed are expecting two more .25% cuts this year; more cuts in 2026

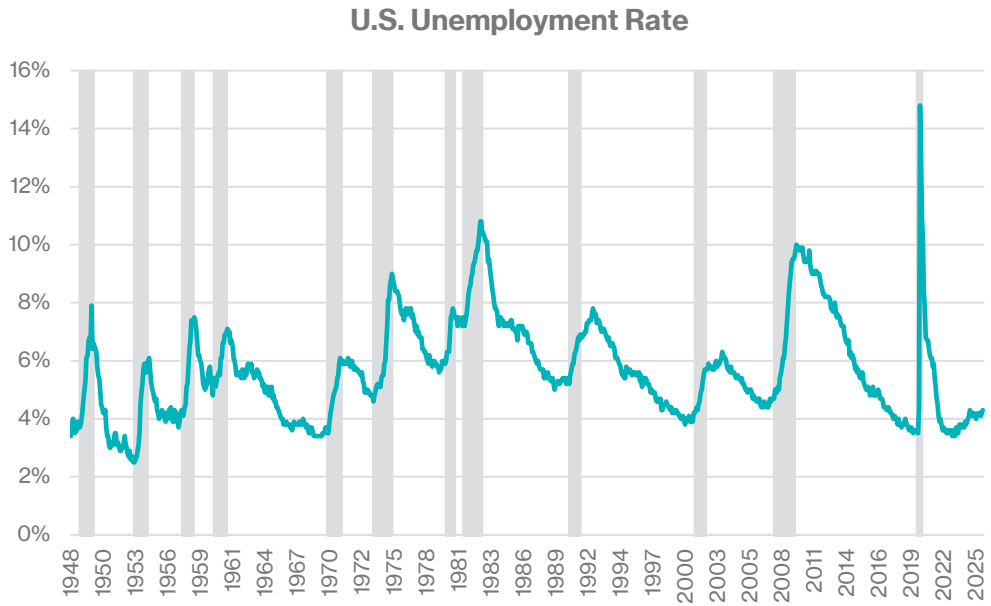
- The Fed Funds futures market is expecting the Fed Funds rate to end 2025 at about 3.6% and 2026 at approximately 3.0%.
- The Fed is watching both of their mandates (employment and inflation) closely to determine the path of Fed Funds. They say the risk is more tilted to slower job growth.

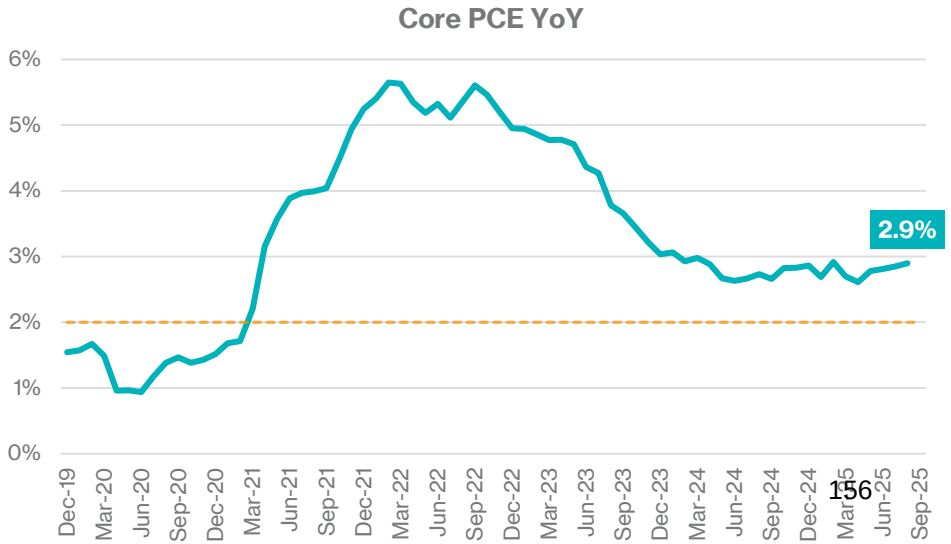


SOURCES: BLOOMBERG

- The current unemployment rate of 4.3% has moved up from earlier this year but remains low by historical standards.
- Lower immigration during 2025 has clouded the conclusions from lower nonfarm payrolls.
- Economists estimate not as many jobs are needed as compared to the previous few years to keep the unemployment rate low.

SOURCES: BLOOMBERG



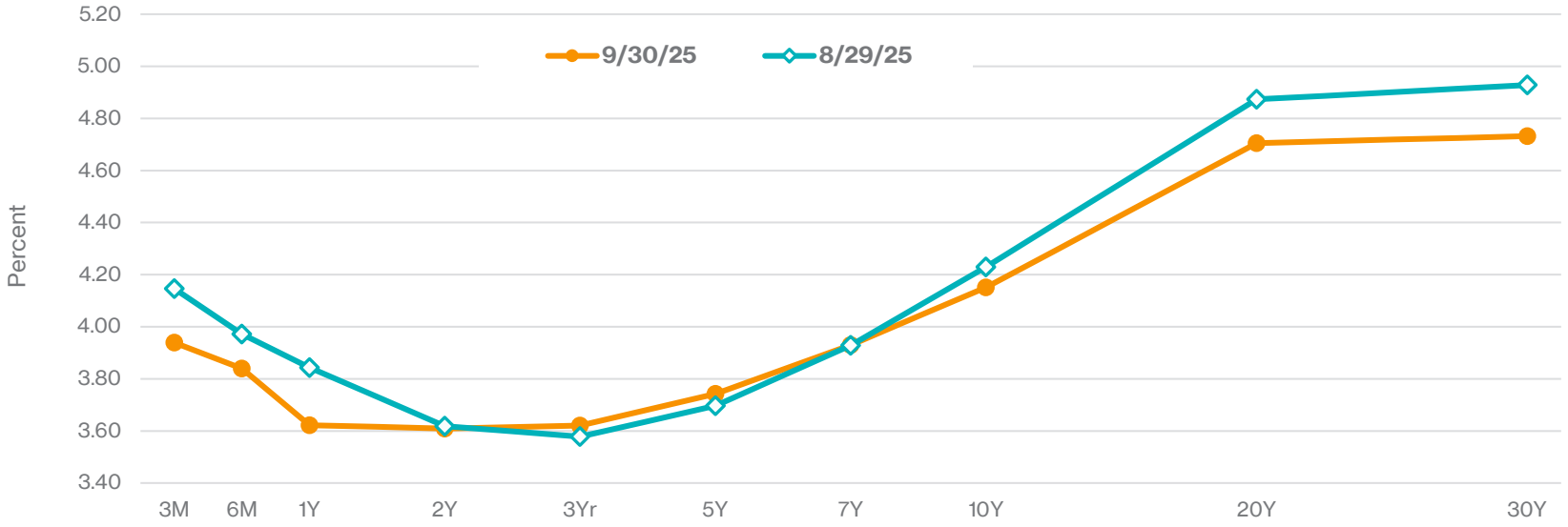


- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge.
- Core excludes food and energy components, which generally make the series less volatile.
- Core PCE YoY is currently at 2.9% and has been above the Fed's 2% target for 54 consecutive months.

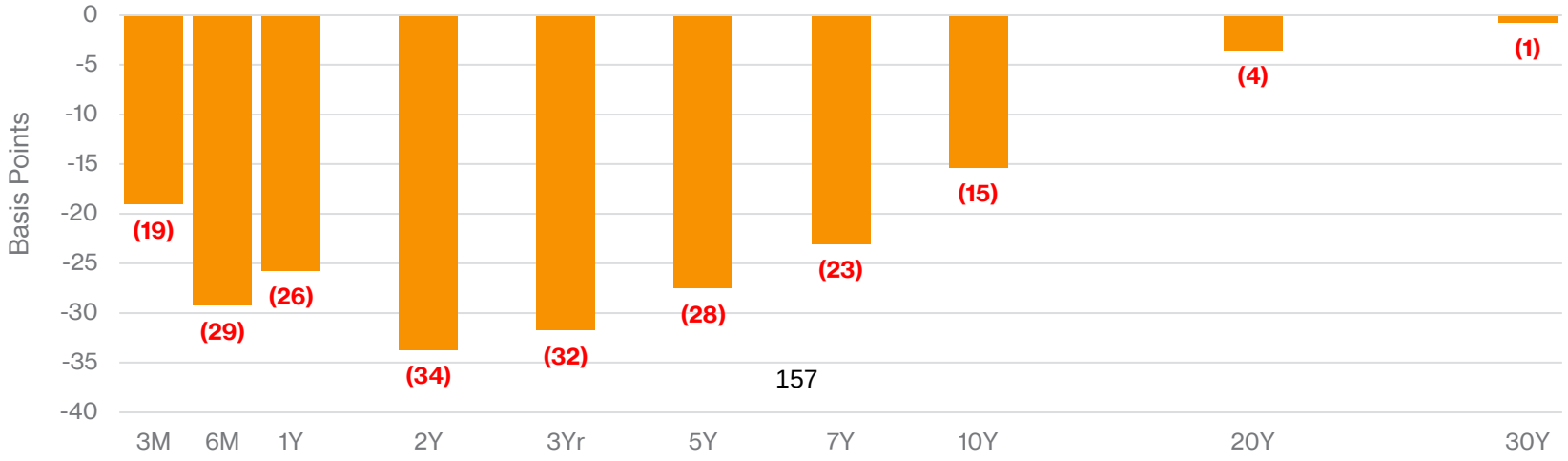
SOURCES: BLOOMBERG

MEEDER PUBLIC FUNDS

U.S. Treasury Yield Curve Change



Basis Point Change



157

SOURCES: BLOOMBERG

MEEDER PUBLIC FUNDS

Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending September 30, 2025. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.

JOEL GARCIA (Nov 3, 2025 13:30:57 CST)

Joel Garcia, Chief Financial Officer

Lorena Garcia
Lorena Garcia (Nov 3, 2025 14:40:37 CST)

Lorena Garcia, Deputy Superintendent for Business & Operations

Dyanira Diaz

Dyanira Diaz, Director of Accounting

FABIOLA SANCHEZ

Fabiola Sanchez, Coordinator for Accounting

Kaylee Gushwa, Coordinator of Business Services

MEEDER PUBLIC FUNDS

Contents

Portfolio Statistics	7
Quarterly Portfolio Summary	8
Quarterly Portfolio Summary By Fund	9
Portfolio Overview	10
Summary by Type	11
Position Statement	13
Cash Reconciliation Report	18
Transaction Statement	19
Amortization Schedule	20
Accrued Interest Schedule	21
Earnings by Fund	24
Projected Cashflows	27
Change in Value	30

MEEDER
PUBLIC FUNDS

Portfolio Statistics

4.30
Weighted Average Yield to Maturity

0.26
Weighted Average Maturity (Years)

0.25
Portfolio Effective Duration (Years)

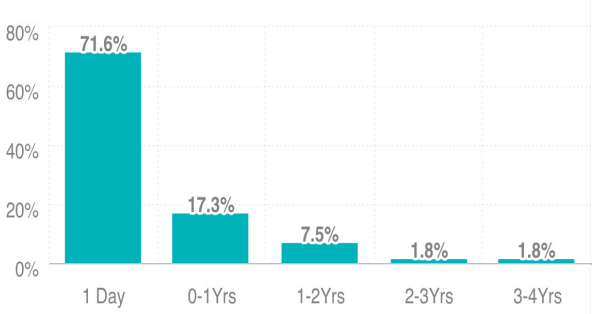
0.26
Weighted Average Life (Years)

AAA
Average Credit Rating

Portfolio Position

Par Value	$165,981,023
Principal Cost	$164,313,369
Book Value	$165,514,604
Market Value	$165,774,254
Unrealized Gain/Loss	$259,651
Accrued Interest	$188,100

Maturity Distribution



Sector Allocation



LGIP	60.66%
U.S. Treasuries	10.33%
Bank Deposits	9.06%
Commercial Paper	8.96%
U.S. Agencies	7.89%
Money Market Funds	1.85%
Municipal Bonds	1.23%

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary

This quarterly report is prepared in compliance with the Investment Policy and the Strategy of this entity and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of June 30, 2025

BEGINNING BOOK VALUE	$140,768,419.95
BEGINNING MARKET VALUE	$141,023,526.60
UNREALIZED GAIN/(LOSS)	$255,106.65
WEIGHTED AVERAGE MATURITY (YEARS)	0.40
WEIGHTED AVERAGE YIELD	4.42

Portfolio as of September 30, 2025

ENDING BOOK VALUE	$165,514,603.72
ENDING MARKET VALUE	$165,774,254.48
INVESTMENT INCOME FOR THE PERIOD	$1,413,819.60
UNREALIZED GAIN/(LOSS)	$259,650.76
CHANGE IN UNREALIZED GAIN/(LOSS)	$4,544.11
WEIGHTED AVERAGE MATURITY (YEARS)	0.26
WEIGHTED AVERAGE YIELD	4.30

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	06/30/2025	09/30/2025	CHANGE	INTEREST EARNED
ACTIVITY FUND	2,215,068.36	2,522,234.14	307,165.78	14,176.60
CAPITAL PROJECTS FUND	3,146,064.95	2,718,664.39	-427,400.56	29,990.33
CLEARING FUND	5,138,861.17	5,000,194.52	-138,666.65	25,690.18
DEBT SERVICE FUND	6,375,693.24	6,365,613.22	-10,080.02	68,638.26
GENERAL FUND	102,812,480.53	128,564,103.78	25,751,623.25	1,051,146.77
PROPRIETARY FUND	3,794,196.11	2,834,456.11	-959,740.00	23,711.50
QSCB-RESERVE FUND	17,541,162.24	17,768,988.32	227,826.08	200,465.96
TOTAL	**141,023,526.60**	**165,774,254.48**	**24,750,727.88**	**1,413,819.60**

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	15,025,122.54	15,025,122.54	15,025,122.54	9.06%	1	3.96
LGIP	100,558,414.10	100,558,414.10	100,558,414.10	60.66%	1	4.25
Money Market Funds	3,067,486.45	3,067,486.45	3,067,486.45	1.85%	1	4.00
Commercial Paper	15,000,000.00	14,861,606.44	14,861,606.44	8.96%	79	4.39
U.S. Treasuries	17,175,000.00	17,130,936.53	16,968,332.93	10.33%	613	4.39
U.S. Agencies	13,090,000.00	13,086,274.40	12,993,689.28	7.89%	312	4.78
Municipal Bonds	2,065,000.00	2,044,414.02	2,039,951.98	1.23%	124	5.00
TOTAL	**165,981,023.09**	**165,774,254.48**	**165,514,603.72**	**100.00%**	**97**	**4.30**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		0.00	0.00			
TOTAL CASH AND INVESTMENTS	**165,981,023.09**	**165,774,254.48**	**165,514,603.72**		**97**	**4.30**

TOTAL EARNINGS

CURRENT QUARTER
1,413,819.60

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
ACTIVITY FUND						
Bank Deposits	1	2,522,234.14	2,522,234.14	1.52	4.00	1
TOTAL	**1**	**2,522,234.14**	**2,522,234.14**	**1.52**	**4.00**	**1**
CAPITAL PROJECTS FUND						
Bank Deposits	2	345,548.16	345,548.16	0.21	4.00	1
LGIP	2	2,373,116.23	2,373,116.23	1.43	4.22	1
TOTAL	**4**	**2,718,664.39**	**2,718,664.39**	**1.64**	**4.19**	**1**
CLEARING FUND						
Bank Deposits	1	5,000,194.52	5,000,194.52	3.01	4.00	1
TOTAL	**1**	**5,000,194.52**	**5,000,194.52**	**3.02**	**4.00**	**1**
DEBT SERVICE FUND						
Bank Deposits	1	32,536.77	32,536.77	0.02	4.00	1
LGIP	2	6,333,076.45	6,333,076.45	3.82	4.22	1
TOTAL	**3**	**6,365,613.22**	**6,365,613.22**	**3.84**	**4.22**	**1**
GENERAL FUND						
Bank Deposits	1	5,566,208.20	5,566,208.20	3.35	4.00	1
LGIP	4	90,441,387.87	90,441,387.87	54.50	4.25	1
Money Market Funds	1	3,067,486.45	3,067,486.45	1.85	4.00	1
Commercial Paper	2	6,000,000.00	5,977,435.00	3.60	4.41	32
U.S. Treasuries	5	16,000,000.00	15,795,778.33	9.68	4.35	649
U.S. Agencies	3	7,500,000.00	7,473,687.00	4.58	4.75	451
TOTAL	**16**	**128,575,082.52**	**128,321,982.85**	**77.55**	**4.29**	**109**
PROPRIETARY FUND						
Bank Deposits	1	1,423,622.56	1,423,622.56	0.86	4.00	1

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
LGIP	2	1,410,833.55	1,410,833.55	0.85	4.23	1
TOTAL	**3**	**2,834,456.11**	**2,834,456.11**	**1.71**	**4.11**	**1**
QSCB-RESERVE FUND						
Bank Deposits	1	134,778.19	134,778.19	0.08	0.00	1
Commercial Paper	2	9,000,000.00	8,884,171.45	5.35	4.38	110
U.S. Treasuries	1	1,175,000.00	1,172,554.60	0.71	4.90	123
U.S. Agencies	2	5,590,000.00	5,520,002.28	3.34	4.82	120
Municipal Bonds	1	2,065,000.00	2,039,951.98	1.23	5.00	124
TOTAL	**7**	**17,964,778.19**	**17,751,458.49**	**10.72**	**4.59**	**115**
GRAND TOTAL	**35**	**165,981,023.09**	**165,514,603.72**	**100.00**	**4.30**	**97**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
ACTIVITY FUND												
BANK DEPOSITS												
999915	Lone Star National Bank Checking Account	09/30/2025 09/30/2025	2,522,234.14	2,522,234.14 0.00	2,522,234.14	4.00		1	1.00 2,522,234.14	0.00 2,522,234.14	1.52	NA NA
BANK DEPOSITS TOTAL			**2,522,234.14**	**2,522,234.14** **0.00**	**2,522,234.14**	**4.00**		**1**	**1.00** **2,522,234.14**	**0.00** **2,522,234.14**	**1.52**	**NA**
ACTIVITY FUND TOTAL			**2,522,234.14**	**2,522,234.14** **0.00**	**2,522,234.14**	**4.00**		**1**	**2,522,234.14**	**0.00** **2,522,234.14**	**1.52**	**NA**
CAPITAL PROJECTS FUND												
BANK DEPOSITS												
999922	Lone Star National Bank Checking Account	09/30/2025 09/30/2025	316,314.64	316,314.64 0.00	316,314.64	4.00		1	1.00 316,314.64	0.00 316,314.64	0.19	NA NA
SYS10109	Lone Star National Bank Checking Account	09/30/2025 09/30/2025	29,233.52	29,233.52 0.00	29,233.52	4.00		1	1.00 29,233.52	0.00 29,233.52	0.02	NA NA
BANK DEPOSITS TOTAL			**345,548.16**	**345,548.16** **0.00**	**345,548.16**	**4.00**		**1**	**1.00** **345,548.16**	**0.00** **345,548.16**	**0.21**	**NA**
LGIP												
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	09/30/2025 09/30/2025	1,206,746.26	1,206,746.26 0.00	1,206,746.26	4.28		1	1.00 1,206,746.26	0.00 1,206,746.26	0.73	AAA
LSGO	Lone Star Invest Pool - Government Overnight	09/30/2025 09/30/2025	1,166,369.97	1,166,369.97 0.00	1,166,369.97	4.16		1	1.00 1,166,369.97	0.00 1,166,369.97	0.70	AAA
LGIP TOTAL			**2,373,116.23**	**2,373,116.23** **0.00**	**2,373,116.23**	**4.22**		**1**	**1.00** **2,373,116.23**	**0.00** **2,373,116.23**	**1.43**	**AAA**
CAPITAL PROJECTS FUND TOTAL			**2,718,664.39**	**2,718,664.39** **0.00**	**2,718,664.39**	**4.19**		**1**	**2,718,664.39**	**0.00** **2,718,664.39**	**1.64**	**AAA**
CLEARING FUND												
BANK DEPOSITS												
999914	Lone Star National Bank Checking Account	09/30/2025 09/30/2025	5,000,194.52	5,000,194.52 0.00	5,000,194.52	4.00		1	1.00 5,000,194.52	0.00 5,000,194.52	3.02	NA NA
BANK DEPOSITS TOTAL			**5,000,194.52**	**5,000,194.52** **0.00**	**5,000,194.52**	**4.00**		**1**	**1.00** **5,000,194.52**	**0.00** **5,000,194.52**	**3.02**	**NA**
CLEARING FUND TOTAL			**5,000,194.52**	**5,000,194.52** **0.00**	**5,000,194.52**	**4.00**		**1**	**5,000,194.52**	**0.00** **5,000,194.52**	**3.02**	**NA**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
DEBT SERVICE FUND												
BANK DEPOSITS												
999920	Lone Star National Bank Checking Account	09/30/2025 09/30/2025	32,536.77	32,536.77 0.00	32,536.77	4.00		1	1.00 32,536.77	0.00 32,536.77	0.02	NA NA
BANK DEPOSITS TOTAL			**32,536.77**	**32,536.77** **0.00**	**32,536.77**	**4.00**		**1**	**1.00** **32,536.77**	**0.00** **32,536.77**	**0.02**	**NA**
LGIP												
LSGO	Lone Star Invest Pool - Government Overnight	09/30/2025 09/30/2025	3,083,518.73	3,083,518.73 0.00	3,083,518.73	4.16		1	1.00 3,083,518.73	0.00 3,083,518.73	1.86	AAA
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	09/30/2025 09/30/2025	3,249,557.72	3,249,557.72 0.00	3,249,557.72	4.28		1	1.00 3,249,557.72	0.00 3,249,557.72	1.96	AAA
LGIP TOTAL			**6,333,076.45**	**6,333,076.45** **0.00**	**6,333,076.45**	**4.22**		**1**	**1.00** **6,333,076.45**	**0.00** **6,333,076.45**	**3.82**	**AAA**
DEBT SERVICE FUND TOTAL			**6,365,613.22**	**6,365,613.22** **0.00**	**6,365,613.22**	**4.22**		**1**	**6,365,613.22**	**0.00** **6,365,613.22**	**3.84**	**AAA**
GENERAL FUND												
BANK DEPOSITS												
999917	Lone Star National Bank Checking Account	09/30/2025 09/30/2025	5,566,208.20	5,566,208.20 0.00	5,566,208.20	4.00		1	1.00 5,566,208.20	0.00 5,566,208.20	3.36	NA NA
BANK DEPOSITS TOTAL			**5,566,208.20**	**5,566,208.20** **0.00**	**5,566,208.20**	**4.00**		**1**	**1.00** **5,566,208.20**	**0.00** **5,566,208.20**	**3.36**	**NA**
LGIP												
TEXPRIME	TexPool Prime	09/30/2025 09/30/2025	12,400,995.92	12,400,995.92 0.00	12,400,995.92	4.29		1	1.00 12,400,995.92	0.00 12,400,995.92	7.48	AAA
TEXPOOL	TexPool	09/30/2025 09/30/2025	12,266,106.36	12,266,106.36 0.00	12,266,106.36	4.18		1	1.00 12,266,106.36	0.00 12,266,106.36	7.40	AAA
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	09/30/2025 09/30/2025	55,718,607.00	55,718,607.00 0.00	55,718,607.00	4.28		1	1.00 55,718,607.00	0.00 55,718,607.00	33.61	AAA
LSGO	Lone Star Invest Pool - Government Overnight	09/30/2025 09/30/2025	10,055,678.59	10,055,678.59 0.00	10,055,678.59	4.16		1	1.00 10,055,678.59	0.00 10,055,678.59	6.07	AAA
LGIP TOTAL			**90,441,387.87**	**90,441,387.87** **0.00**	**90,441,387.87**	**4.25**		**1**	**1.00** **90,441,387.87**	**0.00** **90,441,387.87**	**54.56**	**AAA**
MONEY MARKET FUNDS												

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
31846V567	FIRST AMER:GVT OBLG;Z	09/30/2025 09/30/2025	3,067,486.45	3,067,486.45 0.00	3,067,486.45	4.00		1	1.00 3,067,486.45	0.00 3,067,486.45	1.85	Aaa AAA
MONEY MARKET FUNDS TOTAL			**3,067,486.45**	**3,067,486.45 0.00**	**3,067,486.45**	**4.00**		**1**	**1.00 3,067,486.45**	**0.00 3,067,486.45**	**1.85**	**AAA**
COMMERCIAL PAPER												
8923A0XL2	Toyota Credit De Puerto Rico Corp. 0.0 10/20/2025	04/17/2025 04/17/2025	3,000,000.00	2,932,730.00 0.00	2,932,730.00	4.44	10/20/2025	20	99.77 2,993,128.33	0.00 2,993,128.33	1.81	P-1 A-1+
8923A0YE7	TOYO CRD PUE RIC 11/14/25	04/17/2025 04/17/2025	3,000,000.00	2,924,743.33 0.00	2,924,743.33	4.39	11/14/2025	45	99.48 2,984,306.67	0.00 2,984,306.67	1.80	P-1 A-1+
COMMERCIAL PAPER TOTAL			**6,000,000.00**	**5,857,473.33 0.00**	**5,857,473.33**	**4.41**		**32**	**99.62 5,977,435.00**	**0.00 5,977,435.00**	**3.61**	**A-1+**
U.S. TREASURIES												
912828P46	US TREASURY 1.625 02/15/26	05/02/2024 05/02/2024	3,000,000.00	2,824,804.69 0.00	2,824,804.69	5.08	02/15/2026	138	99.14 2,974,335.93	11,035.87 2,963,300.07	1.79	Aa1 AA+
91282CJT9	US TREASURY 4.000 01/15/27	01/08/2025 01/08/2025	3,000,000.00	2,985,234.38 0.00	2,985,234.38	4.26	01/15/2027	472	100.38 3,011,367.18	20,803.55 2,990,563.63	1.82	Aa1 AA+
91282CEN7	US TREASURY 2.750 04/30/27	04/16/2025 04/16/2025	4,000,000.00	3,914,531.25 0.00	3,914,531.25	3.85	04/30/2027	577	98.62 3,944,843.76	11,013.11 3,933,830.65	2.38	Aa1 AA+
91282CGH8	US TREASURY 3.500 01/31/28	01/08/2025 01/08/2025	3,000,000.00	2,930,039.06 0.00	2,930,039.06	4.32	01/31/2028	853	99.73 2,992,031.25	45,346.74 2,946,684.51	1.80	Aa1 AA+
91282CJW2	US TREASURY 4.000 01/31/29	01/24/2025 01/24/2025	3,000,000.00	2,953,476.56 0.00	2,953,476.56	4.43	01/31/2029	1,219	101.09 3,032,578.14	71,178.65 2,961,399.49	1.83	Aa1 AA+
U.S. TREASURIES TOTAL			**16,000,000.00**	**15,608,085.94 0.00**	**15,608,085.94**	**4.35**		**649**	**99.73 15,955,156.26**	**159,377.93 15,795,778.33**	**9.62**	**AA+**
U.S. AGENCIES												
3130B1BT3	FHLBANKS 4.875 06/12/26	05/31/2024 05/31/2024	2,000,000.00	1,996,438.00 0.00	1,996,438.00	4.96	06/12/2026	255	100.66 2,013,240.00	14,459.34 1,998,780.66	1.21	Aa1 AA+
3133EP2T1	FED FARM CR BNKS 4.125 02/12/27	02/21/2024 02/21/2024	2,500,000.00	2,481,761.11 0.00	2,481,761.11	4.39	02/12/2027	500	100.45 2,511,300.00	19,672.77 2,491,627.23	1.51	Aa1 AA+
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	05/02/2024 05/02/2024	3,000,000.00	2,967,300.00 0.00	2,967,300.00	4.91	03/26/2027	542	101.06 3,031,890.00	48,610.89 2,983,279.11	1.83	Aa1 AA+
U.S. AGENCIES TOTAL			**7,500,000.00**	**7,445,499.11 0.00**	**7,445,499.11**	**4.75**		**452**	**100.75 7,556,430.00**	**82,743.00 7,473,687.00**	**4.56**	**AA+**
GENERAL FUND TOTAL			**128,575,082.52**	**127,986,140.90 0.00**	**127,986,140.90**	**4.29**		**109**	**128,564,103.78**	**242,120.93 128,321,982.85**	**77.55**	**AAA**
PROPRIETARY FUND												
BANK DEPOSITS												

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
999919	Lone Star National Bank Checking Account	09/30/2025 09/30/2025	1,423,622.56	1,423,622.56 0.00	1,423,622.56	4.00		1	1.00 1,423,622.56	0.00 1,423,622.56	0.86	NA NA
BANK DEPOSITS TOTAL			**1,423,622.56**	**1,423,622.56 0.00**	**1,423,622.56**	**4.00**		**1**	**1.00 1,423,622.56**	**0.00 1,423,622.56**	**0.86**	**NA**
LGIP												
LSGO	Lone Star Invest Pool - Government Overnight	09/30/2025 09/30/2025	647,101.97	647,101.97 0.00	647,101.97	4.16		1	1.00 647,101.97	0.00 647,101.97	0.39	AAA
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	09/30/2025 09/30/2025	763,731.58	763,731.58 0.00	763,731.58	4.28		1	1.00 763,731.58	0.00 763,731.58	0.46	AAA
LGIP TOTAL			**1,410,833.55**	**1,410,833.55 0.00**	**1,410,833.55**	**4.23**		**1**	**1.00 1,410,833.55**	**0.00 1,410,833.55**	**0.85**	**AAA**
PROPRIETARY FUND TOTAL			**2,834,456.11**	**2,834,456.11 0.00**	**2,834,456.11**	**4.11**		**1**	**2,834,456.11**	**0.00 2,834,456.11**	**1.71**	**AAA**
QSCB-RESERVE FUND												
BANK DEPOSITS												
CCYUSD	US DOLLAR	09/30/2025 09/30/2025	134,778.19	134,778.19 0.00	134,778.19	0.00		1	1.00 134,778.19	0.00 134,778.19	0.08	Aaa AAA
BANK DEPOSITS TOTAL			**134,778.19**	**134,778.19 0.00**	**134,778.19**	**0.00**		**1**	**1.00 134,778.19**	**0.00 134,778.19**	**0.08**	**AAA**
COMMERCIAL PAPER												
78013WA91	RBC 01/09/26	01/09/2025 01/10/2025	4,600,000.00	4,402,327.78 0.00	4,402,327.78	4.39	01/09/2026	101	98.82 4,545,694.45	0.00 4,545,694.45	2.74	P-1 A-1+
89119BAU0	TD 01/28/26	01/29/2025 01/30/2025	4,400,000.00	4,212,329.00 0.00	4,212,329.00	4.37	01/28/2026	120	98.60 4,338,477.00	0.00 4,338,477.00	2.62	P-1 A-1
COMMERCIAL PAPER TOTAL			**9,000,000.00**	**8,614,656.78 0.00**	**8,614,656.78**	**4.38**		**110**	**98.71 8,884,171.45**	**0.00 8,884,171.45**	**5.36**	**AA-**
U.S. TREASURIES												
91282CJV4	US TREASURY 4.250 01/31/26	05/08/2024 05/09/2024	1,175,000.00	1,162,332.03 0.00	1,162,332.03	4.90	01/31/2026	123	100.07 1,175,780.27	3,225.67 1,172,554.60	0.71	Aa1 AA+
U.S. TREASURIES TOTAL			**1,175,000.00**	**1,162,332.03 0.00**	**1,162,332.03**	**4.90**		**123**	**100.07 1,175,780.27**	**3,225.67 1,172,554.60**	**0.71**	**AA+**
U.S. AGENCIES												
3130AKQX7	FHLBANKS 0.700 01/28/26 '25	08/02/2023 08/03/2023	2,840,000.00	2,559,663.60 0.00	2,559,663.60	4.97	01/28/2026	120	98.92 2,809,214.40	5,947.27 2,803,267.13	1.69	WR AA+
3130ANAA8	FHLBANKS 0.750 01/29/26	11/29/2023 11/30/2023	2,750,000.00	2,530,880.00 0.00	2,530,880.00	4.66	01/29/2026	121	98.93 2,720,630.00	3,894.86 2,716,735.14	1.64	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
U.S. AGENCIES TOTAL			**5,590,000.00**	**5,090,543.60 0.00**	**5,090,543.60**	**4.82**		**120**	**98.92 5,529,844.40**	**9,842.12 5,520,002.28**	**3.34**	**AA+**
MUNICIPAL BONDS												
882669CQ5	TEXAS PUBLIC FI-NANCE AUTHOR 1.120 02/01/26	08/23/2023 08/25/2023	2,065,000.00	1,883,754.95 0.00	1,883,754.95	5.00	02/01/2026	124	99.00 2,044,414.02	4,462.04 2,039,951.98	1.23	Aa1 AA+
MUNICIPAL BONDS TOTAL			**2,065,000.00**	**1,883,754.95 0.00**	**1,883,754.95**	**5.00**		**124**	**99.00 2,044,414.02**	**4,462.04 2,039,951.98**	**1.23**	**AA+**
QSCB-RESERVE FUND TOTAL			**17,964,778.19**	**16,886,065.55 0.00**	**16,886,065.55**	**4.59**		**115**	**17,768,988.32**	**17,529.83 17,751,458.49**	**10.72**	**AA**
GRAND TOTAL			**165,981,023.09**	**164,313,368.83 0.00**	**164,313,368.83**	**4.30**		**97**	**165,774,254.48**	**259,650.76 165,514,603.72**	**100.00**	**AAA**

MEEDER PUBLIC FUNDS

Cash Reconciliation Report

GENERAL FUND

POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
07/15/2025	91282CJT9	US TREASURY 4.000 01/15/27	0.00	01/15/2027	0.00	60,000.00
07/31/2025	91282CJW2	US TREASURY 4.000 01/31/29	0.00	01/31/2029	0.00	60,000.00
07/31/2025	91282CGH8	US TREASURY 3.500 01/31/28	0.00	01/31/2028	0.00	52,500.00
08/12/2025	3133EP2T1	FED FARM CR BNKS 4.125 02/12/27	0.00	02/12/2027	0.00	51,562.50
08/15/2025	912828P46	US TREASURY 1.625 02/15/26	0.00	02/15/2026	0.00	24,375.00
09/26/2025	3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	0.00	03/26/2027	0.00	67,500.00
COUPON TOTAL			**0.00**		**0.00**	**315,937.50**

POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
08/05/2025	63873JV56	Natixis, New York Branch 0.0 08/05/2025	-3,000,000.00	08/05/2025	-3,000,000.00	3,000,000.00
09/08/2025	62479LW84	MUFG Bank, Ltd., New York Branch 0.0 09/08/2025	-3,000,000.00	09/08/2025	-3,000,000.00	3,000,000.00
MATURITY TOTAL			**-6,000,000.00**		**-6,000,000.00**	**6,000,000.00**

QSCB-RESERVE FUND

POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
07/28/2025	3130AKQX7	FHLBANKS 0.700 01/28/26 '25	0.00	01/28/2026	0.00	9,940.00
07/29/2025	3130ANAA8	FHLBANKS 0.750 01/29/26	0.00	01/29/2026	0.00	10,312.50
07/31/2025	91282CJV4	US TREASURY 4.250 01/31/26	0.00	01/31/2026	0.00	24,968.75
08/01/2025	882669CQ5	TEXAS PUBLIC FINANCE AUTHOR 1.120 02/01/26	0.00	02/01/2026	0.00	11,564.00
COUPON TOTAL			**0.00**		**0.00**	**56,785.25**

MEEDER PUBLIC FUNDS

Transaction Statement

GENERAL FUND

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	08/05/2025	08/05/2025	63873JV56	Natixis, New York Branch 0.0 08/05/2025	(3,000,000.00)	3,000,000.00	3,000,000.00	0.00
	09/08/2025	09/08/2025	62479LW84	MUFG Bank, Ltd., New York Branch 0.0 09/08/2025	(3,000,000.00)	3,000,000.00	3,000,000.00	0.00
MATURITY TOTAL					**(6,000,000.00)**	**6,000,000.00**	**6,000,000.00**	**0.00**

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
GENERAL FUND									
3133EP2T1	FED FARM CR BNKS 4.125 02/12/27	2,500,000.00	2,481,761.11	(18,238.90)	2,490,083.55	1,543.68	2,491,627.23	9,866.12	(8,372.77)
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	3,000,000.00	2,967,300.00	(32,700.00)	2,980,435.63	2,843.48	2,983,279.11	15,979.11	(16,720.89)
3130B1BT3	FHLBANKS 4.875 06/12/26	2,000,000.00	1,996,438.00	(3,562.00)	1,998,339.01	441.65	1,998,780.66	2,342.66	(1,219.34)
62479LW84	MUFG Bank, Ltd., New York Branch 0.0 09/08/2025	3,000,000.00	2,911,871.67	(88,128.33)	2,974,975.91	25,024.09	0.00	88,128.33	0.00
63873JV56	Natixis, New York Branch 0.0 08/05/2025	3,000,000.00	2,924,600.00	(75,400.00)	2,987,373.21	12,626.79	0.00	75,400.00	0.00
8923A0YE7	TOYO CRD PUE RIC 11/14/25	3,000,000.00	2,924,743.33	(75,256.67)	2,951,493.33	32,813.33	2,984,306.67	59,563.34	(15,693.33)
8923A0XL2	Toyota Credit De Puerto Rico Corp. 0.0 10/20/2025	3,000,000.00	2,932,730.00	(67,270.00)	2,959,855.00	33,273.33	2,993,128.33	60,398.33	(6,871.67)
912828P46	US TREASURY 1.625 02/15/26	3,000,000.00	2,824,804.69	(175,195.31)	2,938,654.85	24,645.21	2,963,300.07	138,495.38	(36,699.94)
91282CEN7	US TREASURY 2.750 04/30/27	4,000,000.00	3,914,531.25	(85,468.75)	3,923,261.93	10,568.72	3,933,830.65	19,299.39	(66,169.35)
91282CGH8	US TREASURY 3.500 01/31/28	3,000,000.00	2,930,039.06	(69,960.94)	2,940,927.44	5,757.07	2,946,684.51	16,645.45	(53,315.49)
91282CJT9	US TREASURY 4.000 01/15/27	3,000,000.00	2,985,234.38	(14,765.62)	2,988,720.43	1,843.20	2,990,563.63	5,329.25	(9,436.37)
91282CJW2	US TREASURY 4.000 01/31/29	3,000,000.00	2,953,476.56	(46,523.44)	2,958,483.85	2,915.64	2,961,399.49	7,922.93	(38,600.51)
TOTAL		**35,500,000.00**	**34,747,530.05**	**(752,469.95)**	**35,092,604.14**	**154,296.20**	**29,246,900.33**	**499,370.29**	**(253,099.67)**
QSCB-RESERVE FUND									
3130AKQX7	FHLBANKS 0.700 01/28/26 '25	2,840,000.00	2,559,663.60	(280,336.40)	2,774,868.61	28,398.52	2,803,267.13	243,603.53	(36,732.87)
3130ANAA8	FHLBANKS 0.750 01/29/26	2,750,000.00	2,530,880.00	(219,120.00)	2,691,232.09	25,503.06	2,716,735.14	185,855.14	(33,264.86)
78013WA91	RBC 01/09/26	4,600,000.00	4,402,327.78	(197,672.22)	4,495,733.33	49,961.11	4,545,694.45	143,366.67	(54,305.55)
89119BAU0	TD 01/28/26	4,400,000.00	4,212,329.00	(187,671.00)	4,290,913.00	47,564.00	4,338,477.00	126,148.00	(61,523.00)
882669CQ5	TEXAS PUBLIC FINANCE AUTHOR 1.120 02/01/26	2,065,000.00	1,883,754.95	(181,245.05)	2,021,216.87	18,735.11	2,039,951.98	156,197.03	(25,048.02)
91282CJV4	US TREASURY 4.250 01/31/26	1,175,000.00	1,162,332.03	(12,667.97)	1,170,710.53	1,844.07	1,172,554.60	10,222.57	(2,445.40)
TOTAL		**17,830,000.00**	**16,751,287.36**	**(1,078,712.64)**	**17,444,674.44**	**172,005.86**	**17,616,680.30**	**865,392.94**	**(213,319.70)**
GRAND TOTAL		**53,330,000.00**	**51,498,817.41**	**(1,831,182.59)**	**52,537,278.57**	**326,302.06**	**46,863,580.63**	**1,364,763.23**	**(466,419.37)**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
ACTIVITY FUND									
999915	Lone Star National Bank Checking Account	2025-09-30	2,522,234.14	2,522,234.14	0.00	0.00	14,176.60	14,176.60	0.00
TOTAL			**2,522,234.14**	**2,522,234.14**	**0.00**	**0.00**	**14,176.60**	**14,176.60**	**0.00**
CAPITAL PROJECTS FUND									
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	2025-09-30	1,206,746.26	1,206,746.26	0.00	0.00	14,021.39	14,021.39	0.00
LSGO	Lone Star Invest Pool - Government Overnight	2025-09-30	1,166,369.97	1,166,369.97	0.00	0.00	13,699.11	13,699.11	0.00
999922	Lone Star National Bank Checking Account	2025-09-30	316,314.64	316,314.64	0.00	0.00	1,912.32	1,912.32	0.00
SYS10109	Lone Star National Bank Checking Account	2025-09-30	29,233.52	29,233.52	0.00	0.00	357.51	357.51	0.00
TOTAL			**2,718,664.39**	**2,718,664.39**	**0.00**	**0.00**	**29,990.33**	**29,990.33**	**0.00**
CLEARING FUND									
999914	Lone Star National Bank Checking Account	2025-09-30	5,000,194.52	5,000,194.52	0.00	0.00	25,690.18	25,690.18	0.00
TOTAL			**5,000,194.52**	**5,000,194.52**	**0.00**	**0.00**	**25,690.18**	**25,690.18**	**0.00**
DEBT SERVICE FUND									
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	2025-09-30	3,249,557.72	3,249,557.72	0.00	0.00	34,875.62	34,875.62	0.00
LSGO	Lone Star Invest Pool - Government Overnight	2025-09-30	3,083,518.73	3,083,518.73	0.00	0.00	33,118.02	33,118.02	0.00
999920	Lone Star National Bank Checking Account	2025-09-30	32,536.77	32,536.77	0.00	0.00	644.62	644.62	0.00
TOTAL			**6,365,613.22**	**6,365,613.22**	**0.00**	**0.00**	**68,638.26**	**68,638.26**	**0.00**
GENERAL FUND									
3133EP2T1	FED FARM CR BNKS 4.125 02/12/27	2024-02-21	2,500,000.00	2,481,761.11	39,817.71	0.00	25,781.25	51,562.50	14,036.46
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	2024-05-02	3,000,000.00	2,967,300.00	35,625.00	0.00	33,750.00	67,500.00	1,875.00
3130B1BT3	FHLBANKS 4.875 06/12/26	2024-05-31	2,000,000.00	1,996,438.00	5,145.83	0.00	24,375.00	0.00	29,520.83
31846V567	FIRST AMER:GVT OBLG;Z	2025-09-30	3,067,486.45	3,067,486.45	0.00	0.00	7,767.11	0.00	7,767.11
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	2025-09-30	55,718,607.00	55,718,607.00	0.00	0.00	227,612.30	227,612.30	0.00

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
LSGO	Lone Star Invest Pool - Government Overnight	2025-09-30	10,055,678.59	10,055,678.59	0.00	0.00	128,690.49	128,690.49	0.00
999917	Lone Star National Bank Checking Account	2025-09-30	5,566,208.20	5,566,208.20	0.00	0.00	54,280.55	54,280.55	0.00
8923A0YE7	TOYO CRD PUE RIC 11/14/25	2025-04-17	3,000,000.00	2,924,743.33	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2025-09-30	12,266,106.36	12,266,106.36	0.00	0.00	131,689.14	131,689.14	0.00
TEXPRIME	TexPool Prime	2025-09-30	12,400,995.92	12,400,995.92	0.00	0.00	136,488.74	136,488.74	0.00
8923A0XL2	Toyota Credit De Puerto Rico Corp. 0.0 10/20/2025	2025-04-17	3,000,000.00	2,932,730.00	0.00	0.00	0.00	0.00	0.00
912828P46	US TREASURY 1.625 02/15/26	2024-05-02	3,000,000.00	2,824,804.69	18,314.92	0.00	12,286.31	24,375.00	6,226.22
91282CEN7	US TREASURY 2.750 04/30/27	2025-04-16	4,000,000.00	3,914,531.25	18,532.61	0.00	27,500.00	0.00	46,032.61
91282CGH8	US TREASURY 3.500 01/31/28	2025-01-08	3,000,000.00	2,930,039.06	43,798.34	0.00	26,391.87	52,500.00	17,690.22
91282CJT9	US TREASURY 4.000 01/15/27	2025-01-08	3,000,000.00	2,985,234.38	55,359.12	0.00	30,075.67	60,000.00	25,434.78
91282CJW2	US TREASURY 4.000 01/31/29	2025-01-24	3,000,000.00	2,953,476.56	50,055.25	0.00	30,162.14	60,000.00	20,217.39
TOTAL			**128,575,082.52**	**127,986,140.90**	**266,648.77**	**0.00**	**896,850.57**	**994,698.72**	**168,800.62**
PROPRIETARY FUND									
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	2025-09-30	763,731.58	763,731.58	0.00	0.00	10,152.49	10,152.49	0.00
LSGO	Lone Star Invest Pool - Government Overnight	2025-09-30	647,101.97	647,101.97	0.00	0.00	6,950.09	6,950.09	0.00
999919	Lone Star National Bank Checking Account	2025-09-30	1,423,622.56	1,423,622.56	0.00	0.00	6,608.92	6,608.92	0.00
TOTAL			**2,834,456.11**	**2,834,456.11**	**0.00**	**0.00**	**23,711.50**	**23,711.50**	**0.00**
QSCB-RESERVE FUND									
3130AKQX7	FHLBANKS 0.700 01/28/26 '25	2023-08-03	2,840,000.00	2,559,663.60	8,449.00	0.00	4,970.00	9,940.00	3,479.00
3130ANAA8	FHLBANKS 0.750 01/29/26	2023-11-30	2,750,000.00	2,530,880.00	8,708.33	0.00	5,156.25	10,312.50	3,552.08
78013WA91	RBC 01/09/26	2025-01-10	4,600,000.00	4,402,327.78	0.00	0.00	0.00	0.00	0.00
89119BAU0	TD 01/28/26	2025-01-30	4,400,000.00	4,212,329.00	0.00	0.00	0.00	0.00	0.00
882669CQ5	TEXAS PUBLIC FINANCE AUTHOR 1.120 02/01/26	2023-08-25	2,065,000.00	1,883,754.95	9,636.67	0.00	5,782.00	11,564.00	3,854.67
CCYUSD	US DOLLAR	2025-09-30	134,778.19	134,778.19	0.00	0.00	0.00	0.00	0.00
91282CJV4	US TREASURY 4.250 01/31/26	2024-05-09	1,175,000.00	1,162,332.03	20,830.28	0.00	12,551.85	24,968.75	8,413.38
TOTAL			**17,964,778.19**	**16,886,065.55**	**47,624.28**	**0.00**	**28,460.10**	**56,785.25**	**19,299.13**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
GRAND TOTAL			165,981,023.09	164,313,368.83	314,273.06	0.00	1,087,517.54	1,213,690.84	188,099.76

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
ACTIVITY FUND											
999915	Lone Star National Bank Checking Account	2,522,234.14	2,215,068.36	2,522,234.14	09/30/2025	4.61	4.00	14,176.60	0.00	0.00	14,176.60
TOTAL		**2,522,234.14**	**2,215,068.36**	**2,522,234.14**		**4.61**	**4.00**	**14,176.60**	**0.00**	**0.00**	**14,176.60**
CAPITAL PROJECTS FUND											
999922	Lone Star National Bank Checking Account	316,314.64	314,402.32	316,314.64	09/30/2025	4.61	4.00	1,912.32	0.00	0.00	1,912.32
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	1,206,746.26	1,470,497.59	1,206,746.26	09/30/2025	0.00	4.28	14,021.39	0.00	0.00	14,021.39
LSGO	Lone Star Invest Pool - Government Overnight	1,166,369.97	1,327,670.86	1,166,369.97	09/30/2025	0.00	4.16	13,699.11	0.00	0.00	13,699.11
SYS10109	Lone Star National Bank Checking Account	29,233.52	33,494.18	29,233.52	09/30/2025	4.61	4.00	357.51	0.00	0.00	357.51
TOTAL		**2,718,664.39**	**3,146,064.95**	**2,718,664.39**		**0.59**	**4.19**	**29,990.33**	**0.00**	**0.00**	**29,990.33**
CLEARING FUND											
999914	Lone Star National Bank Checking Account	5,000,194.52	5,138,861.17	5,000,194.52	09/30/2025	4.61	4.00	25,690.18	0.00	0.00	25,690.18
TOTAL		**5,000,194.52**	**5,138,861.17**	**5,000,194.52**		**4.61**	**4.00**	**25,690.18**	**0.00**	**0.00**	**25,690.18**
DEBT SERVICE FUND											
999920	Lone Star National Bank Checking Account	32,536.77	292,631.46	32,536.77	09/30/2025	4.61	4.00	644.62	0.00	0.00	644.62
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	3,249,557.72	3,032,661.07	3,249,557.72	09/30/2025	0.00	4.28	34,875.62	0.00	0.00	34,875.62
LSGO	Lone Star Invest Pool - Government Overnight	3,083,518.73	3,050,400.71	3,083,518.73	09/30/2025	0.00	4.16	33,118.02	0.00	0.00	33,118.02
TOTAL		**6,365,613.22**	**6,375,693.24**	**6,365,613.22**		**0.02**	**4.22**	**68,638.26**	**0.00**	**0.00**	**68,638.26**
GENERAL FUND											
3130B1BT3	FHLBANKS 4.875 06/12/26	2,000,000.00	1,998,339.01	1,998,780.66	06/12/2026	4.88	4.96	24,375.00	441.65	0.00	24,816.65
3133EP2T1	FED FARM CR BNKS 4.125 02/12/27	2,500,000.00	2,490,083.55	2,491,627.23	02/12/2027	4.13	4.39	25,781.25	1,543.68	0.00	27,324.93
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	3,000,000.00	2,980,435.63	2,983,279.11	03/26/2027	4.50	4.91	33,750.00	2,843.48	0.00	36,593.48

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
31846V567	FIRST AMER:GVT OBLG;Z	3,067,486.45	0.00	3,067,486.45	09/30/2025	4.02	4.00	7,767.11	0.00	0.00	7,767.11
62479LW84	MUFG Bank, Ltd., New York Branch 0.0 09/08/2025	0.00	2,974,975.91	0.00	09/08/2025	0.00	4.47	0.00	25,024.09	0.00	25,024.09
63873JV56	Natixis, New York Branch 0.0 08/05/2025	0.00	2,987,373.21	0.00	08/05/2025	0.00	4.43	0.00	12,626.79	0.00	12,626.79
8923A0XL2	Toyota Credit De Puerto Rico Corp. 0.0 10/20/2025	3,000,000.00	2,959,855.00	2,993,128.33	10/20/2025	0.00	4.44	0.00	33,273.33	0.00	33,273.33
8923A0YE7	TOYO CRD PUE RIC 11/14/25	3,000,000.00	2,951,493.33	2,984,306.67	11/14/2025	0.00	4.39	0.00	32,813.33	0.00	32,813.33
912828P46	US TREASURY 1.625 02/15/26	3,000,000.00	2,938,654.85	2,963,300.07	02/15/2026	1.63	5.08	12,286.31	24,645.21	0.00	36,931.52
91282CEN7	US TREASURY 2.750 04/30/27	4,000,000.00	3,923,261.93	3,933,830.65	04/30/2027	2.75	3.85	27,500.00	10,568.72	0.00	38,068.72
91282CGH8	US TREASURY 3.500 01/31/28	3,000,000.00	2,940,927.44	2,946,684.51	01/31/2028	3.50	4.32	26,391.87	5,757.07	0.00	32,148.95
91282CJT9	US TREASURY 4.000 01/15/27	3,000,000.00	2,988,720.43	2,990,563.63	01/15/2027	4.00	4.26	30,075.67	1,843.20	0.00	31,918.86
91282CJW2	US TREASURY 4.000 01/31/29	3,000,000.00	2,958,483.85	2,961,399.49	01/31/2029	4.00	4.43	30,162.14	2,915.64	0.00	33,077.78
999917	Lone Star National Bank Checking Account	5,566,208.20	504,495.78	5,566,208.20	09/30/2025	4.61	4.00	54,280.55	0.00	0.00	54,280.55
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	55,718,607.00	27,652,946.64	55,718,607.00	09/30/2025	0.00	4.28	227,612.30	0.00	0.00	227,612.30
LSGO	Lone Star Invest Pool - Government Overnight	10,055,678.59	14,926,897.79	10,055,678.59	09/30/2025	0.00	4.16	128,690.49	0.00	0.00	128,690.49
TEXPOOL	TexPool	12,266,106.36	12,134,417.22	12,266,106.36	09/30/2025	5.34	4.18	131,689.14	0.00	0.00	131,689.14
TEXPRIME	TexPool Prime	12,400,995.92	12,264,507.18	12,400,995.92	09/30/2025	4.50	4.29	136,488.74	0.00	0.00	136,488.74
TOTAL		**128,575,082.52**	**102,575,868.75**	**128,321,982.85**		**1.90**	**4.29**	**896,850.57**	**154,296.20**	**0.00**	**1,051,146.77**
PROPRIETARY FUND											
999919	Lone Star National Bank Checking Account	1,423,622.56	1,550,465.14	1,423,622.56	09/30/2025	4.61	4.00	6,608.92	0.00	0.00	6,608.92
LSCO	Lone Star Invest Pool - Corporate Overnight Fund	763,731.58	1,603,579.09	763,731.58	09/30/2025	0.00	4.28	10,152.49	0.00	0.00	10,152.49
LSGO	Lone Star Invest Pool - Government Overnight	647,101.97	640,151.88	647,101.97	09/30/2025	0.00	4.16	6,950.09	0.00	0.00	6,950.09
TOTAL		**2,834,456.11**	**3,794,196.11**	**2,834,456.11**		**2.32**	**4.11**	**23,711.50**	**0.00**	**0.00**	**23,711.50**
QSCB-RESERVE FUND											
3130AKQX7	FHLBANKS 0.700 01/28/26 '25	2,840,000.00	2,774,868.61	2,803,267.13	01/28/2026	0.70	4.97	4,970.00	28,398.52	0.00	33,368.52
3130ANAA8	FHLBANKS 0.750 01/29/26	2,750,000.00	2,691,232.09	2,716,735.14	01/29/2026	0.75	4.66	5,156.25	25,503.06	0.00	30,659.31

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
78013WA91	RBC 01/09/26	4,600,000.00	4,495,733.33	4,545,694.45	01/09/2026	0.00	4.39	0.00	49,961.11	0.00	49,961.11
882669CQ5	TEXAS PUBLIC FINANCE AUTHOR 1.120 02/01/26	2,065,000.00	2,021,216.87	2,039,951.98	02/01/2026	1.12	5.00	5,782.00	18,735.11	0.00	24,517.11
89119BAU0	TD 01/28/26	4,400,000.00	4,290,913.00	4,338,477.00	01/28/2026	0.00	4.37	0.00	47,564.00	0.00	47,564.00
91282CJV4	US TREASURY 4.250 01/31/26	1,175,000.00	1,170,710.53	1,172,554.60	01/31/2026	4.25	4.90	12,551.85	1,844.07	0.00	14,395.92
CCYUSD	US DOLLAR	134,778.19	77,992.94	134,778.19	09/30/2025	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		**17,964,778.19**	**17,522,667.38**	**17,751,458.49**		**0.64**	**4.59**	**28,460.10**	**172,005.86**	**0.00**	**200,465.96**
GRAND TOTAL		**165,981,023.09**	**140,768,419.95**	**165,514,603.72**		**1.80**	**4.30**	**1,087,517.54**	**326,302.06**	**0.00**	**1,413,819.60**

MEEDER PUBLIC FUNDS

Projected Cashflows

For the Period October 01, 2025 to March 31, 2026

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
GENERAL FUND				
OCT 2025				
8923A0XL2	Toyota Credit De Puerto Rico Corp. 0.0 10/20/2025	10/20/2025	Maturity	3,000,000.00
91282CEN7	US TREASURY 2.750 04/30/27	10/31/2025	Coupon	55,000.00
OCT 2025 TOTAL				**3,055,000.00**
NOV 2025				
8923A0YE7	TOYO CRD PUE RIC 11/14/25	11/14/2025	Final Maturity	3,000,000.00
NOV 2025 TOTAL				**3,000,000.00**
DEC 2025				
3130B1BT3	FHLBANKS 4.875 06/12/26	12/12/2025	Coupon	48,750.00
DEC 2025 TOTAL				**48,750.00**
JAN 2026				
91282CJT9	US TREASURY 4.000 01/15/27	01/15/2026	Coupon	60,000.00
JAN 2026 TOTAL				**60,000.00**
FEB 2026				
91282CGH8	US TREASURY 3.500 01/31/28	02/02/2026	Coupon	52,500.00
91282CJW2	US TREASURY 4.000 01/31/29	02/02/2026	Coupon	60,000.00
3133EP2T1	FED FARM CR BNKS 4.125 02/12/27	02/12/2026	Coupon	51,562.50
912828P46	US TREASURY 1.625 02/15/26	02/17/2026	Coupon	24,375.00
912828P46	US TREASURY 1.625 02/15/26	02/17/2026	Final Maturity	3,000,000.00
FEB 2026 TOTAL				**3,188,437.50**
MAR 2026				
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	03/26/2026	Coupon	67,500.00
MAR 2026 TOTAL				**67,500.00**
APR 2026				

MEEDER PUBLIC FUNDS

Projected Cashflows

For the Period October 01, 2025 to March 31, 2026

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
91282CEN7	US TREASURY 2.750 04/30/27	04/30/2026	Coupon	55,000.00
APR 2026 TOTAL				**55,000.00**
JUN 2026				
3130B1BT3	FHLBANKS 4.875 06/12/26	06/12/2026	Coupon	48,750.00
3130B1BT3	FHLBANKS 4.875 06/12/26	06/12/2026	Final Maturity	2,000,000.00
JUN 2026 TOTAL				**2,048,750.00**
GENERAL FUND TOTAL				**11,523,437.50**
QSCB-RESERVE FUND				
JAN 2026				
78013WA91	RBC 01/09/26	01/09/2026	Final Maturity	4,600,000.00
3130AKQX7	FHLBANKS 0.700 01/28/26 '25	01/28/2026	Final Maturity	2,840,000.00
89119BAU0	TD 01/28/26	01/28/2026	Final Maturity	4,400,000.00
3130AKQX7	FHLBANKS 0.700 01/28/26 '25	01/28/2026	Coupon	9,940.00
3130ANAA8	FHLBANKS 0.750 01/29/26	01/29/2026	Coupon	10,312.50
3130ANAA8	FHLBANKS 0.750 01/29/26	01/29/2026	Final Maturity	2,750,000.00
JAN 2026 TOTAL				**14,610,252.50**
FEB 2026				
882669CQ5	TEXAS PUBLIC FINANCE AUTHOR 1.120 02/01/26	02/02/2026	Final Maturity	2,065,000.00
91282CJV4	US TREASURY 4.250 01/31/26	02/02/2026	Coupon	24,968.75
882669CQ5	TEXAS PUBLIC FINANCE AUTHOR 1.120 02/01/26	02/02/2026	Coupon	11,564.00
91282CJV4	US TREASURY 4.250 01/31/26	02/02/2026	Final Maturity	1,175,000.00
FEB 2026 TOTAL				**3,276,532.75**
QSCB-RESERVE FUND TOTAL				**17,886,785.25**

MEEDER PUBLIC FUNDS

Projected Cashflows

For the Period October 01, 2025 to March 31, 2026

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
GRAND TOTAL				29,410,222.75

MEEDER PUBLIC FUNDS

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
ACTIVITY FUND									
999915	Lone Star National Bank Checking Account 2,522,234.14	4.00	09/30/2025	14,176.60 14,176.60	2,215,068.36 2,215,068.36	2,519,752.38	(2,212,586.60)	307,165.78 307,165.78	2,522,234.14 2,522,234.14
TOTAL		**4.00**		**14,176.60** **14,176.60**	**2,215,068.36** **2,215,068.36**	**2,519,752.38**	**(2,212,586.60)**	**307,165.78** **307,165.78**	**2,522,234.14** **2,522,234.14**
CAPITAL PROJECTS FUND									
LSGO	Lone Star Invest Pool - Government Overnight 1,166,369.97	4.16	09/30/2025	13,699.11 13,699.11	1,327,670.86 1,327,670.86	8,955.08	(170,255.97)	(161,300.89) (161,300.89)	1,166,369.97 1,166,369.97
LSCO	Lone Star Invest Pool - Corporate Overnight Fund 1,206,746.26	4.28	09/30/2025	14,021.39 14,021.39	1,470,497.59 1,470,497.59	9,664.94	(273,416.27)	(263,751.33) (263,751.33)	1,206,746.26 1,206,746.26
999922	Lone Star National Bank Checking Account 316,314.64	4.00	09/30/2025	1,912.32 1,912.32	314,402.32 314,402.32	316,365.06	(314,452.74)	1,912.32 1,912.32	316,314.64 316,314.64
SYS10109	Lone Star National Bank Checking Account 29,233.52	4.00	09/30/2025	357.51 357.51	33,494.18 33,494.18	307,777.18	(312,037.84)	(4,260.66) (4,260.66)	29,233.52 29,233.52
TOTAL		**4.19**		**29,990.33** **29,990.33**	**3,146,064.95** **3,146,064.95**	**642,762.26**	**(1,070,162.82)**	**(427,400.56)** **(427,400.56)**	**2,718,664.39** **2,718,664.39**
CLEARING FUND									
999914	Lone Star National Bank Checking Account 5,000,194.52	4.00	09/30/2025	25,690.18 25,690.18	5,138,861.17 5,138,861.17	4,996,872.90	(5,135,539.55)	(138,666.65) (138,666.65)	5,000,194.52 5,000,194.52
TOTAL		**4.00**		**25,690.18** **25,690.18**	**5,138,861.17** **5,138,861.17**	**4,996,872.90**	**(5,135,539.55)**	**(138,666.65)** **(138,666.65)**	**5,000,194.52** **5,000,194.52**
DEBT SERVICE FUND									
LSGO	Lone Star Invest Pool - Government Overnight 3,083,518.73	4.16	09/30/2025	33,118.02 33,118.02	3,050,400.71 3,050,400.71	33,118.02	0.00	33,118.02 33,118.02	3,083,518.73 3,083,518.73

MEEDER PUBLIC FUNDS

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
999920	Lone Star National Bank Checking Account 32,536.77	4.00	09/30/2025	644.62 644.62	292,631.46 292,631.46	33,007.51	(293,102.20)	(260,094.69) (260,094.69)	32,536.77 32,536.77
LSCO	Lone Star Invest Pool - Corporate Overnight Fund 3,249,557.72	4.28	09/30/2025	34,875.62 34,875.62	3,032,661.07 3,032,661.07	216,896.65	0.00	216,896.65 216,896.65	3,249,557.72 3,249,557.72
TOTAL		**4.22**		**68,638.26** **68,638.26**	**6,375,693.24** **6,375,693.24**	**283,022.18**	**(293,102.20)**	**(10,080.02)** **(10,080.02)**	**6,365,613.22** **6,365,613.22**
GENERAL FUND									
63873JV56	Natixis, New York Branch 0.0 08/05/2025 0.00	4.43	01/08/2025 08/05/2025	0.00 0.00	2,987,373.21 2,987,373.21	0.00	(3,000,000.00)	(2,987,373.21) (2,987,373.21)	0.00 0.00
62479LW84	MUFG Bank, Ltd., New York Branch 0.0 09/08/2025 0.00	4.47	01/08/2025 09/08/2025	0.00 0.00	2,974,975.91 2,974,975.91	0.00	(3,000,000.00)	(2,974,975.91) (2,974,975.91)	0.00 0.00
999917	Lone Star National Bank Checking Account 5,566,208.20	4.00	09/30/2025	54,280.55 54,280.55	504,495.78 504,495.78	11,130,916.19	(6,069,203.77)	5,061,712.42 5,061,712.42	5,566,208.20 5,566,208.20
LSGO	Lone Star Invest Pool - Government Overnight 10,055,678.59	4.16	09/30/2025	128,690.49 128,690.49	14,926,897.79 14,926,897.79	40,275.61	(4,911,494.81)	(4,871,219.20) (4,871,219.20)	10,055,678.59 10,055,678.59
TEXPOOL	TexPool 12,266,106.36	4.18	09/30/2025	131,689.14 131,689.14	12,134,417.22 12,134,417.22	131,689.14	0.00	131,689.14 131,689.14	12,266,106.36 12,266,106.36
LSCO	Lone Star Invest Pool - Corporate Overnight Fund 55,718,607.00	4.28	09/30/2025	227,612.30 227,612.30	27,652,946.64 27,652,946.64	43,557,143.44	(15,491,483.08)	28,065,660.36 28,065,660.36	55,718,607.00 55,718,607.00
TEXPRIME	TexPool Prime 12,400,995.92	4.29	09/30/2025	136,488.74 136,488.74	12,264,507.18 12,264,507.18	136,488.74	0.00	136,488.74 136,488.74	12,400,995.92 12,400,995.92
31846V567	FIRST AMER:GVT OBLG;Z 3,067,486.45	4.00	09/30/2025	7,767.11 0.00	0.00 0.00	3,067,500.00	(13.55)	3,067,486.45 3,067,486.45	3,067,486.45 3,067,486.45
8923A0XL2	Toyota Credit De Puerto Rico Corp. 0.0 10/20/2025 3,000,000.00	4.44	04/17/2025 10/20/2025	0.00 0.00	2,959,855.00 2,959,855.00	0.00	0.00	33,273.33 33,273.33	2,993,128.33 2,993,128.33
8923A0YE7	TOYO CRD PUE RIC 11/14/25 3,000,000.00	4.39	04/17/2025 11/14/2025	0.00 0.00	2,951,493.33 2,951,493.33	0.00	0.00	32,813.33 32,813.33	2,984,306.67 2,984,306.67
912828P46	US TREASURY 1.625 02/15/26 3,000,000.00	5.08	05/02/2024 02/15/2026	12,286.31 24,375.00	2,938,654.85 2,952,773.43	0.00	0.00	24,645.21 21,562.50	2,963,300.07 2,974,335.93
3130B1BT3	FHLBANKS 4.875 06/12/26 2,000,000.00	4.96	05/31/2024 06/12/2026	24,375.00 0.00	1,998,339.01 2,014,060.00	0.00	0.00	441.65 (820.00)	1,998,780.66 2,013,240.00
91282CJT9	US TREASURY 4.000 01/15/27 3,000,000.00	4.26	01/08/2025 01/15/2027	30,075.67 60,000.00	2,988,720.43 3,007,265.64	0.00	0.00	1,843.20 4,101.54	2,990,563.63 3,011,367.18

MEEDER PUBLIC FUNDS

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
3133EP2T1	FED FARM CR BNKS 4.125 02/12/27 2,500,000.00	4.39	02/21/2024 02/12/2027	25,781.25 51,562.50	2,490,083.55 2,509,125.00	0.00	0.00	1,543.68 2,175.00	2,491,627.23 2,511,300.00
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27 3,000,000.00	4.91	05/02/2024 03/26/2027	33,750.00 67,500.00	2,980,435.63 3,030,810.00	0.00	0.00	2,843.48 1,080.00	2,983,279.11 3,031,890.00
91282CEN7	US TREASURY 2.750 04/30/27 4,000,000.00	3.85	04/16/2025 04/30/2027	27,500.00 0.00	3,923,261.93 3,929,062.52	0.00	0.00	10,568.72 15,781.24	3,933,830.65 3,944,843.76
91282CGH8	US TREASURY 3.500 01/31/28 3,000,000.00	4.32	01/08/2025 01/31/2028	26,391.87 52,500.00	2,940,927.44 2,985,000.00	0.00	0.00	5,757.07 7,031.25	2,946,684.51 2,992,031.25
91282CJW2	US TREASURY 4.000 01/31/29 3,000,000.00	4.43	01/24/2025 01/31/2029	30,162.14 60,000.00	2,958,483.85 3,027,421.89	0.00	0.00	2,915.64 5,156.25	2,961,399.49 3,032,578.14
TOTAL		**4.29**		**896,850.57** **994,698.72**	**102,575,868.75** **102,812,480.53**	**58,064,013.12**	**(32,472,195.21)**	**25,746,114.11** **25,751,623.25**	**128,321,982.85** **128,564,103.78**

PROPRIETARY FUND									
LSGO	Lone Star Invest Pool - Government Overnight 647,101.97	4.16	09/30/2025	6,950.09 6,950.09	640,151.88 640,151.88	6,950.09	0.00	6,950.09 6,950.09	647,101.97 647,101.97
999919	Lone Star National Bank Checking Account 1,423,622.56	4.00	09/30/2025	6,608.92 6,608.92	1,550,465.14 1,550,465.14	2,079,130.32	(2,205,972.90)	(126,842.58) (126,842.58)	1,423,622.56 1,423,622.56
LSCO	Lone Star Invest Pool - Corporate Overnight Fund 763,731.58	4.28	09/30/2025	10,152.49 10,152.49	1,603,579.09 1,603,579.09	5,575.52	(845,423.03)	(839,847.51) (839,847.51)	763,731.58 763,731.58
TOTAL		**4.11**		**23,711.50** **23,711.50**	**3,794,196.11** **3,794,196.11**	**2,091,655.93**	**(3,051,395.93)**	**(959,740.00)** **(959,740.00)**	**2,834,456.11** **2,834,456.11**

QSCB-RESERVE FUND									
CCYUSD	US DOLLAR 134,778.19	0.00	09/30/2025	0.00 0.00	77,992.94 77,992.94	0.00	0.00	56,785.25 56,785.25	134,778.19 134,778.19
78013WA91	RBC 01/09/26 4,600,000.00	4.39	01/09/2025 01/09/2026	0.00 0.00	4,495,733.33 4,495,733.33	0.00	0.00	49,961.11 49,961.11	4,545,694.45 4,545,694.45
3130AKQX7	FHLBANKS 0.700 01/28/26 '25 2,840,000.00	4.97	08/02/2023 01/28/2026	4,970.00 9,940.00	2,774,868.61 2,782,830.80	0.00	0.00	28,398.52 26,383.60	2,803,267.13 2,809,214.40
89119BAU0	TD 01/28/26 4,400,000.00	4.37	01/29/2025 01/28/2026	0.00 0.00	4,290,913.00 4,290,913.00	0.00	0.00	47,564.00 47,564.00	4,338,477.00 4,338,477.00
3130ANAA8	FHLBANKS 0.750 01/29/26 2,750,000.00	4.66	11/29/2023 01/29/2026	5,156.25 10,312.50	2,691,232.09 2,691,810.00	0.00	0.00	25,503.06 28,820.00	2,716,735.14 2,720,630.00
91282CJV4	US TREASURY 4.250 01/31/26 1,175,000.00	4.90	05/08/2024 01/31/2026	12,5[illegible]5 24,968.75	1,170,710.53 1,175,000.00	0.00	0.00	1,844.07 780.27	1,172,554.60 1,175,780.27

MEEDER PUBLIC FUNDS

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
882669CQ5	TEXAS PUBLIC FINANCE AUTHOR 1.120 02/01/26 2,065,000.00	5.00	08/23/2023 02/01/2026	5,782.00 11,564.00	2,021,216.87 2,026,882.17	0.00	0.00	18,735.11 17,531.85	2,039,951.98 2,044,414.02
TOTAL		**4.59**		**28,460.10 56,785.25**	**17,522,667.38 17,541,162.24**	**0.00**	**0.00**	**228,791.11 227,826.08**	**17,751,458.49 17,768,988.32**
GRAND TOTAL		**4.30**		**1,087,517.54 1,213,690.84**	**140,768,419.95 141,023,526.60**	**68,598,078.77**	**(44,234,982.31)**	**24,746,183.77 24,750,727.88**	**165,514,603.72 165,774,254.48**

Disclosure

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by Meeder. This information is provided as a client convenience and Meeder assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Investment advisory services provided by Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

© 2024 Meeder Investment Management

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Report Regarding Intent to Apply for Fiscal Year 2025 Strategies to Support Children Exposed to Violence and Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

REFERENCE: Goal 1: Student Achievement/Student Focus; Strategy 3: Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The funding opportunity for Fiscal Year 2025 Strategies to Support Children Exposed to Violence seeks to develop support for children exposed to violence in their homes, schools, and communities; and to develop, enhance, and implement violent crime reduction strategies that focus on violent juvenile offenders. The fiscal year 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) supports publicly funded law enforcement and correctional agencies in establishing or expanding body-worn camera (BWC) programs.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Fiscal Year 2025 Strategies to Support Children Exposed to Violence is designed to provide funding to directly support the goals of the program which are to reduce the incidence of violence through accountability efforts for juvenile offenders; respond to victimization of children whether as a result of violence that occurs in schools, community or family; and increase protective factors to prevent juvenile violence, delinquency, and victimization.

The Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies is designed to support the implementation or expansion of Body-Worn Camera ("BWC") programs for publicly funded law enforcement and correctional agencies. In addition, agencies that are strengthening their capacity to manage, analyze, and share digital evidence from BWCs to improve efficiency and outcomes.

LEGAL REVIEW:

N/A

BUDGETARY CONSIDERATIONS:

Funding will support three-year program to advance public safety.

RECOMMENDED BOARD ACTION:

This item is for informational purposes only.

Attachment: ☑

SUBMITTED BY: Laura Williams

SUPERVISOR: Lorena Garcia (Nov 4, 2025 08:28:23 CST)

For further information contact:
Name: Laura Williams, Director for Purchasing Services
Office: 956-657-4480
eMail: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 4, 2025 08:42:19 CST)

Superintendent of Schools

Office of Juvenile Justice and Delinquency Prevention
Office of Justice Programs • U.S. Department of Justice

Report Regarding Intent to Apply for FY2025 Strategies To Support Children Exposed to Violence and FY2025 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Ms. Laura Williams, Director for Purchasing Services
November 11, 2025

BJA
Bureau of Justice Assistance
U.S. Department of Justice

Highlights of the FY 2025 Strategies to Support Children Exposed to Violence Grant:

- **Key Dates:**
- Grants.gov application deadline: October 21, 2025
- JustGrants application deadline: October 31, 2025
- Anticipated Period of Performance: 36 months
- 9 anticipated awards
- Anticipated Award $730,000

Purpose:

This funding opportunity seeks to develop support services for children exposed to violence in their homes, schools, and communities; and to develop, enhance, and implement violent crime reduction strategies that focus on violent juvenile offenders.

The goals of the program are to:

- reduce the incidence of violence through accountability efforts for juvenile offenders
- respond to victimization of children whether because of violence that occurs in the school, community or family
- increase protective factors to prevent juvenile violence, delinquency, and victimization.

Highlights of the FY 2025 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies:

- **Key Dates:**
- Grants.gov application deadline: October 27, 2025
- JustGrants application deadline: November 11, 2025
- Anticipated Period of Performance: 36 months
- 30 anticipated awards
- Anticipated Award $252,000

Purpose:

The BWCPIP provides federal support to publicly funded law enforcement and correctional agencies for the purchase or lease of BWCs and the development of comprehensive BWC programs.

Body-worn cameras as tools enhance accountability, transparency, and officer safety while supporting justice processes.

Thank you.

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action of the McAllen Independent School District October Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In accordance with TEA budget and accounting procedures guidelines, the District's official budget is comprised of the General Fund which includes Food Service and the Debt Service Fund. The District has administratively opted to officially adopt the Capital Projects Fund budget. The adoption of the budgets associated with these funds, and subsequent amendments, should be approved by the Board of Trustees. The authority to approve a budget or a budget amendment for a grant program, however, lies with the granting agency and not with the District's Board.

The administration will routinely allow amendments of existing budgeted funds between major function levels, in order to accommodate the necessary operations of the requesting department or campus. These amendments usually become necessary due to account coding requirements. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

The budget amendments are broken down into the following two categories:

1. Revisions – amendments that are necessary because of policy changes or revisions to programs that increase/decrease the budget.

2. Transfers – amendments that are necessary and/or amounts require adjustments but do not increase/decrease the budget.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The budget amendment detail provides explanations for the revisions and transfers.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

	General Fund
Unaudited Fund Balance	$ 152,193,437
Revenues	265,082,125
Expenditures	274,099,215
Preliminary Ending Fund Balance	$ 143,176,347

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action of the McAllen Independent School District October Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the McAllen Independent School District October Budget Amendment for the General Fund for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA (Nov 3, 2025 08:18:32 CST)

SUPERVISOR: Lorena Garcia (Nov 4, 2025 08:25:05 CST)

For further information contact:
Name: Joel Garcia, CPM, RTSBA
Office: (956) 618-6016
eMail: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 4, 2025 08:40:05 CST)

Superintendent of Schools

McAllen Independent School District
Summary Report as of October 31, 2025
Review of Budget Amendments and Proposed Amendments

GENERAL FUND

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 09/30/2025	Revisions	Transfers	Revised Budget 10/31/2025
Unaudited Fund Balance	**152,193,437**	**152,193,437**			**152,193,437**
Revenues:					
Local:					
Property Taxes	68,519,390	68,519,390			68,519,390
Interest Income	5,060,000	5,060,000			5,060,000
Other Local Income	2,309,339	2,356,751			2,356,751
State:	162,342,929	162,342,929			162,342,929
Federal:	26,739,389	26,786,195			26,786,195
Other Sources:	0	8,395	8,465		16,860
Total Revenues	**264,971,047**	**265,073,660**	**8,465**	**0**	**265,082,125**
Expenditures:					
11 Instruction	138,697,011	139,309,070	18,890	(361,474)	138,966,486
12 Inst. Res. & Media Services	3,388,065	3,387,638		(2,657)	3,384,981
13 Curriculum Dev. & Inst. Staff Dev.	4,025,308	4,210,696		59,223	4,269,919
21 Inst. Leadership	2,882,352	3,153,554		20,416	3,173,970
23 School Leadership	14,430,235	14,515,027		5,429	14,520,456
31 Guid., Counseling & Eval. Ser.	11,873,258	11,807,457		27,170	11,834,627
32 Social Work Services	1,937,220	1,904,577		32,760	1,937,337
33 Health Services	3,015,984	3,016,312		(73)	3,016,239
34 Student (Pupil) Trans.	4,636,380	4,700,020		45	4,700,065
35 Food Services	24,301,030	24,347,836			24,347,836
36 Curricular/Extracurricular Act.	10,419,966	10,950,586		208,916	11,159,502
41 General Administration	7,892,182	7,984,788		4,266	7,989,054
51 Plant Maint. & Operations	21,305,420	22,114,930	200,000	(8,943)	22,305,987
52 Security and Monitoring Serv.	5,411,206	6,827,620	78,636	10,083	6,916,339
53 Data Processing Services	5,372,159	5,478,228			5,478,228
61 Community Services	92,015	93,995		700	94,695
71 Debt Service	4,485,637	5,102,005			5,102,005
81 Fac. Acquisition & Const.	5,000	3,502,403		4,139	3,506,542
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000			40,000
99 Other Intergovernmental Charges	1,354,947	1,354,947			1,354,947
Other Uses	0	0			0
Total Expenditures	**265,565,375**	**273,801,689**	**297,526**	**0**	**274,099,215**
Preliminary Ending Fund Balance	**151,599,109**	**143,465,408**	**(289,061)**	**0**	**143,176,347**

GENERAL FUND REVISIONS		
OCTOBER 2025 BUDGET AMENDMENT		
REVENUES		
Other Sources		
Transfer to Fund 199 General Fund From Fund 713 Safe and Secure – To Purchase Vinyl Wrap for the Perez Elementary Front Office to Enhance Campus Security	**8,465**	
		$ 8,465
	Total Revenues	***$ 8,465***
EXPENDITURES		
Function 11		
Transfer From Fund 199 General Fund, Fund Balance – To Provide Supplies and E-Books for Students Enrolled in Dual Science Courses at UTRGV Collegiate Academy	**18,890**	
		$ 18,890
Function 51		
Transfer From Fund 199 General Fund, Fund Balance – To Provide Funding for Contracted Maintenance, Repairs, and Maintenance Supplies	**200,000**	
		$ 200,000
Function 52		
Increase to Fund 199 General Fund for the Purchase of Vinyl Wrap at Perez Elementary Front Office to Enhance Campus Security	**8,465**	
Transfer From Fund 158 School Safety Allotment Fund Balance – To Purchase a Video Wall for the Police Department to Provide Centralized, Real-Time Visibility of the Exaqvision Video Surveillance System, Dispatch Data, and Critical Alerts to Enhance Safety and Coordination	**70,171**	
		$ 78,636
	Total Expenditures	***$ 297,526***
	Grand Total	***$ (289,061)***

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Competitive Sealed Proposal No. 2026-1020 Veterans Memorial Stadium Upgrades

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The District solicited proposals for Stadium upgrades.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Three hundred sixty-two (362) contractors were invited to submit proposals and nine (9) contractors responded, including seven (7) no bid. On November 5, 2025, the evaluation committee, comprised of, Ruben Treviño, Executive Director for Facilities, Maintenance, and Operations; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; Graciela Garza, Senior Buyer, and Corina Tijerina, Buyer evaluated the proposals.

LEGAL REVIEW:
A draft copy of the AIA contract is attached.

BUDGETARY CONSIDERATIONS:
Funds for this project are available through the General fund.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees:

a.) approve the ranking for selection of General Contractor for Competitive Sealed Proposal No. 2026-1020 Veterans Memorial Stadium Upgrades; and

b.) approve that Administration begin with negotiations with the highest-ranked Contractor. If the District is unable to negotiate a satisfactory contract with the selected Contractor, the District shall, formally and in writing, end negotiations with that Contractor; and proceed to the next Contractor in the order of the selection ranking until a contract is reached or all proposals are rejected; and

C. authorize the Superintendent to execute a contract in accordance with the procedures set out in Texas Government Code, Section 2269.254, once Contractor negotiations have been successfully achieved.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia (Nov 5, 2025 14:04:58 CST)

For further information contact:
Name: Mr. Ruben Treviño, Executive Director for Facilities, Maintenance, and Operations
Office: 956-632-3200
Email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 5, 2025 14:06:22 CST)

Superintendent of Schools

McAllen Independent School District
Competitive Sealed Proposals 2026-1020 Veterans Memorial Stadium Upgrades
Evaluation Matrix

Vendor Names		**Tarket Sports FieldTurf USA, Inc. Colhoum, GA**	**Hellas Construction Inc. Austin, TX**
Rank		**2**	**1**
Maximum points	**100.00**	**97.32**	**98.36**
Base Bid (Includes Contingency)		$ 2,093,576.00	$ 2,152,475.00
Price	**60**	**60.00**	**58.36**
Base Bid (Includes Contingency)		**$2,093,576.00**	**$2,152,475.00**
Offeror's experience and reputation	**19**	**17**	**19**
Three (3) K-12 reference forms	1.5	1	1.5
		2 of 3	
Rating of 2 or better; plus similar scope and size (0.5 pts for scope; 0.5 pts for size per reference) (BA57-74)		*Submitted by vendor*	
Three (3) Supplier Reference Letters (BA168)	1.5	0.5	1.5
		1 of 3	
Claims, judgments, arbitration proceedings or suits (BA75)	1	1	1
Three (3) current or past K-12 projects (BA 77-94)	12	12	12
Similar scope and size (2 pts for scope; 2 pts for size per reference)			
Three (3) current or past Non K-12 projects (BA 96-113)	3	2.5	3
Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)		*3 scope,2 size*	
Quality of the offeror's goods or services	**4**	**4**	**4**
MISD Projects (Historical Reports)	2	2	2
Repeat business (BA114)	2	2	2
The impact on the ability of the district to comply with rules relating to historically underutilized businesses - HUB (BA13)	**0**	**0**	**0**
Offeror's safety record	**7**	**6.66**	**7**
Frequency of safety inspections (BA115)	2	2	2
"OSHA Form 300 Log (BA169)	1	0.66	1
		2 of 3 provided	
Safety program manual and/or procedures. (BA170)	2	2	2
Drug/alcohol prevention policy and/or procedures. (BA171)	2	2	2
Offeror's Proposed Personnel	**6**	**6**	**6**
Staff experience (firm) (BA120-139)	3	3	3
Staff experience (industry) (BA120-139)	3	3	3
Whether the offeror's financial capability is appropriate to the size and scope of the project	**2**	**2**	**2**
Surety Letter (BA172)	1	1	1
Financial Statement (BA173)	1	1	1
Any other relevant factors specifically listed in the CSP	**2**	**1.66**	**2**
On-time project completion (BA 61; 62; 67; 68; 73,74; 81; 82; 87; 88; 93; 94; 100; 101; 106; 107; 112; 113)	1	1	1
Projects currently in progress. (BA141-164)	1	0.66	1
		2 of 3	
198			

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh Day of March in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501
956-618-6000

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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 A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Johnathan Ball, McAllen ISD Staff Attorney for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred (100) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be(AMOUNT) ($), this amount includes the contingency allowance listed on Section 4.3, and is subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: ( ) ($).

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

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any local government party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each government party hereto pursuant to the provisions of Texas Local Government Code §271.903.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect not later than the last day of each month, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. The Architect will have seven business days to approve the Contractor's Application and submit its Certificate for Payment to the Owner. The Architect may require from the Contractor any additional information required by the Contract Documents and deemed necessary to substantiate the Application for Payment. The Owner shall pay to the Contractor, the certified undisputed amounts in the Payment Application to the Contractor not later than 30 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets twice a month or more, and 45 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets only once per month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work; as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- **.2** If approved in advance by the Owner, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that. the Architect determines, in the

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.2 Final Payment

§ 5.2.1 Final payment, shall not be made by the Owner to the Contractor until:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 all conditions precedent to final payment have been fulfilled including those listed in Section 9.10.2 of the AIA Document A201–2017;

.3 Contractor has submitted a signed document indicating consent of its Surety to Final

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

Payment;

.4 Contractor has provided the following documents:.

.1 Written certifications that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state, or local standards, laws, codes, rules, and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout; .2 Final list of Subcontractors (AIA Document G705); .3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, if required; .4 Contractor's warranties; .5 Maintenance and Instruction Manuals; .6 Owner's Final Completion Certificate;

.5 a final Certificate for Payment has been issued by the Architect; and

.6 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or electronically transmits payment, including accrued interest to that date.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017,

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.
This Agreement is governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Hidalgo County, Texas.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

§ 6.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, General Conditions of the Contract for Construction, and elsewhere in the Contract Documents. The Contractor's insurance certificates are attached hereto as Exhibit D.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 General Conditions of the Contract of Construction, and elsewhere in the Contract Documents. The original bonds required herein are attached to this Agreement as Exhibit C, upon execution of the Agreement. Each subcontractor on the public project shall provide a certificate of insurance coverage, or other such documentation establishing proof of insurance by the subcontractor, relating to the subcontractor's employees, to the general contractor. The general contractor shall then provide the subcontractor's certificate of insurance coverage to the governmental entity.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or in any other format agreed to by the Owner, Contractor and Architect in writing.

§ 8.7 Other provisions:

§ 8.7.1 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

$100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 8.7.2 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

§ 8.7.3 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 8.7.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars ($1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

§ 8.7.5 Contractor shall take all actions and shall comply with all federal, state, and local legal requirements.

§ 8.7.6 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This provision does not apply to sole proprietorships.

§ 8.7.7 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the Owner that the Contractor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade association during the term of this agreement. This provision does not apply to sole proprietorships.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

3 AIA Document A201 – 2017, General Conditions of the Contract for Construction

.4 Drawings

The Drawings are those which are listed in the Index of Drawings attached hereto as **Exhibit A**, Which are incorporated herein by reference

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

.5 Specifications

The Specifications are those which are listed in the Table of Contents attached hereto as **Exhibit B**, which are incorporated herein by reference.

.6 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

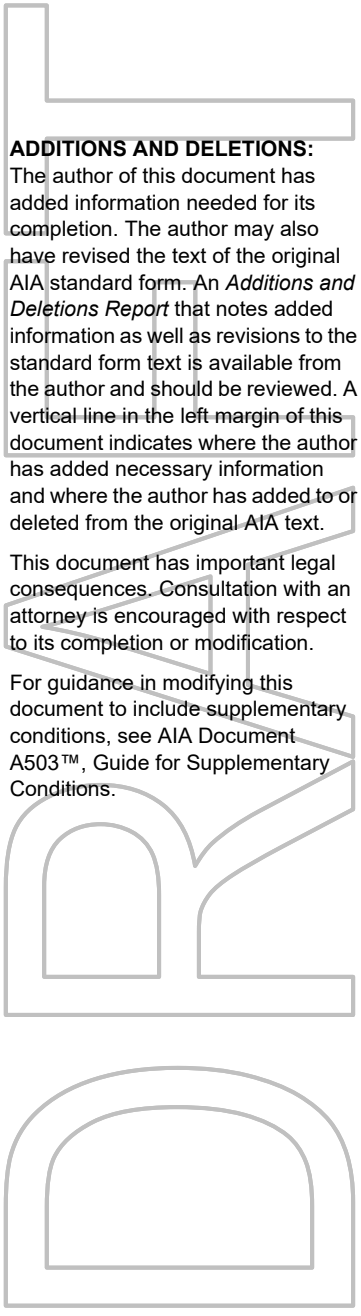
* In this Agreement, any reference to "Architect" herein shall mean "Engineer."

THE CONTRACTOR

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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



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 A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Johnathan Ball, McAllen ISD Staff Attorney for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

DRAFT

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

(Paragraphs deleted)

ARTICLE 1 GENERAL PROVISIONS

(Paragraphs deleted)

§ 1.1 Basic Definitions

(Paragraphs deleted)

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Project Manual and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contractor, to the extent they do not conflict with the terms of this Agreement, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

(Paragraphs deleted)

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

(Paragraphs deleted)

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.
§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 Miscellaneous Other Words
§ 1.1.10.1 Business Day
The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 Calendar Day
A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 Holidays
Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 Work Day
Work days include all calendar days except Holidays, Saturdays and Sundays.

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

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

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

§ 1.2.4 Precedence Of The Contract Documents
The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.

.4 Agreement – AIA Document A101-2017 or A133-2019, as modified by the Owner for the Project.
.5 Specifications and Drawings.
.6 Bid/Proposal Documents including the Project Manual, Contractor's Bid or Proposal Documents (to the extent such Bid or Proposal submitted by the Contractor is part of the Contract Documents and is not inconsistent with other portions of the Contract Documents)

§ 1.2.5 Relation Of Specifications And Drawings
Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.1 Drawings and Specifications are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.5.3 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.5.4 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice
§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

whom the notice is addressed and shall be deemed to have been duly served if delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission (e-mail or facsimile) or other commercially reasonable means and will under any of these circumstances, be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this Section 1.6.

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or such other form agreed to by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

(Paragraph deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the Board of Trustees of the McAllen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative

§ 2.1.2 The Owner may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work..

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, but shall have no duty to do so. Notwithstanding the foregoing, if the Owner provides such survey, the Contractor shall remain responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the Project site. In the event that the Contractor damages any utilities during construction, the contractor shall immediately repair the same at its sole cost and expense.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request

§ 2.3.6 The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel or consultant may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.3.8 The Owner (either directly or by contract with the Architect) may furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.3.9 The Owner, (directly or by contract with the Architect), when such services are required, in the professional opinion of the Architect, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.3.10 The Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner as required by the Texas Government Code, Section 2269.058.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor is in default in any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents, or fails to correct nonconforming or defective Work as required by Section 12.2, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or such non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or such non-conforming or defective Work at the sole cost of the Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify the Contractor's Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or such non-conforming or defective Work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure to correct such non-conforming or defective Work. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 Nothing contained in this Section 2.5 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner, in writing providing substantiation for its position.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was 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.

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, et seq., and shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.6 The Contractor shall review Subcontractor(s) safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site until Substantial Completion of the Work. In the event that the Work will be conducted at an Owner site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections.

§ 3.3.10 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for or qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. In accordance with Texas Government Code §2269.054, these Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. In accordance with Texas Government Code §2269.0541, these Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project.

(Paragraph deleted)

§ 3.4.2 Prevailing Wages

§ 3.4.2.1 The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.2.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications and attached to the AIA Document A101-2017, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.2.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.2.1 or 3.4.2.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 Substitutions

§ 3.4.3.1 If the Contract Documents (including the Instructions to Proposers and /or Offerors) specifically permit the submission by Contractor of requests for substitutions, Contractor may, within thirty (30) days after the Contract has been executed, make written request for the substitution of products in place of those specified in the Contract Documents to the Owner and the Architect. Any request for substitution shall be submitted to the Architect in writing, with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence as required by this Section 3.4.3.1 and Section 3.4.3.2 and will be rejected if not so submitted.

§ 3.4.3.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and any modifications to the construction schedule; and (v) an affidavit stating that (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; (c) the cost breakdown presented with Contractor's request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;(d) that the Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (e) the Contractor will reimburse the Owner and for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.3 By making requests for substitutions pursuant to Section 3.4.3 (and all subsections), the Contractor represents and certifies that: (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified; (2) Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified; (3) the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; (4) Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (5) will reimburse Owner and Architect for review or

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

3.4.3.4 Owner and the Architect may accept or reject any such request for substitution in their sole discretion, based on cost, time, or other considerations. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

§ 3.4.3.5 Regardless of acceptance or rejection of substitution, the Contractor shall be responsible for amounts paid by the Owner to the Architect, to evaluate the Contractor's proposed substitutions and any amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. The Owner shall be entitled to deduct such amounts from the Contract Sum.

§ 3.4.4 Responsibility for Subcontractors

§ 3.4.4.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES; NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES; CONTRACTOR'S FORCES NON-COMPLIANCE WITH CRIMINAL LAW; OR CONTRACTOR'S OR CONTRACTOR'S FORCES NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4.2 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Work may be performed in connection with an operational educational facility or the Project site may be adjacent to a public-school campus. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb or disrupt Owner's normal operations or facilities. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working at or near an operational campus and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum.

§ 3.4.5 Criminal History Records Checks

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections), the following definitions shall be applicable:
.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

§ 3.4.5.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in Section §3.4.5.1 and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.4.5.3 For purposes of this Section 3.4.5 a person does not have the opportunity for direct contact with students if:
.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);
.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
.3 for a public work that involves an existing Instructional Facility:
(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 3.4.5.4 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

§ 3.4.5.5 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in Section 3.4.5 of this Agreement (including all subparts), as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure the information from the District and reimbursed the Contractor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article 14, Termination.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with all applicable codes, generally accepted standards of construction practice for construction of projects similar to the Project. All materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranties provided in this Section 3.5.1 are in addition to, and not in limitation of, any other warranties, remedies and/or guaranties set out in the Contract Documents or under applicable law.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under granted in the Contract Documents will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.6, as a condition precedent to Final Payment.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The warranties provided in this Section 3.5 or otherwise provided in the Contract Documents or by law, shall in no way limit or abridge the warranties provided by the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a Warranty Commencement Date noted as required, and in the form required by Subparagraph 3.5.6 shall be submitted to the Architect for delivery to the Owner, as a condition precedent to Final Payment.

§ 3.5.6 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Warranty Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; (7) include the Schedule of Warranty Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (9) deliver warranties in the form described in this Subparagraph 3.5.6, to the Architect for review same prior to submission to the Owner.

§ 3.6 Taxes

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

The Contractor shall not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall be responsible for payment of TDLR Texas Accessibility submissions and inspection costs.

§ 3.7.2 In performing its obligations hereunder, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and upon request by the Owner or Architect shall furnish evidence, satisfactory to the Owner, of such compliance.

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL THIRD-PARTY CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF, OR BASED UPON CONTRACTOR'S VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES.

§ 3.7.4 Concealed or Unknown Conditions

Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum contained herein (as proposed by Contractor), or GMP as applicable, shall be deemed to include all costs of and sufficient time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if the Contractor encounters conditions at the site that are subsurface or otherwise concealed physical conditions which were not known to the Contractor, and that differ materially from those indicated in the Contract Documents the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions and report its findings to the Owner and Architect.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. In accordance with the terms of this Agreement, there will be no adjustment to the Contract Sum for delay arising out

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

or related to the circumstances described in this Section 3.7.5.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under Allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three (3) written proposals and shall provide the Work on the basis of the best value for the Owner, as directed by the Architect following Owner's written approval of the cost proposal.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish a list to the Architect a list of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner. The Owner shall have the right, at any time, to require a change in any engineer, consultant, job-site superintendent, subcontractor or supplier if their performance is deemed unsatisfactory in its sole discretion.

§ 3.9.3 The Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.9.4 Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before the time of that the Superintendent is required to be present at the site, that the Superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, then Owner shall be notified as soon as the Contractor obtains the information, but in no event later than the beginning of the day that the Superintendent will be absent from the site. In such event of such absence, the Contractor will designate a person as acting superintendent and Contractor promptly notify the Owner of the identity and contact information for the designated acting superintendent.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work, utilizing critical path method scheduling techniques. The Schedule shall not exceed the time limits set forth in the Contract Documents. The Schedule shall thereafter be updated on a monthly basis and submitted with each Application For Payment. The receipt of an updated schedule with each Application For Payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.1.1 Each Schedule shall: (1) break the work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect and shall assign each scheduled activity a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project; (2) include activates representing manufacturing, fabrication, or ordering lead time for materials, equipment or other items for which the Architect is required to review submittals, shop drawings, product data, or samples; (3) with the exception of the initial schedule, shall indicate the activities, or portions thereof, which have been completed; (4) shall reflect the actual time for completion of such activities, and shall reflect any changes to the sequence or planned duration of all activities.

§ 3.10.1.2 If any updated Schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated Schedule, a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect and documentation of the date such information was requested.

§ 3.10.1.3 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

§ 3.10.1.4 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.1.5 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.10.1.6 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

construction schedule shall be updated to reflect actual conditions.

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

(Paragraph deleted)
§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and shall attend progress meetings at the Project Site, in such frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule.

§ 3.10.4 The Contractor shall submit to the Architect with each monthly application for payment a copy of the Progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

§ 3.10.5 Correction of Delay.
§ 3.10.5.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any Milestone Date unless any such adjustment is submitted by the Contractor as a Claim in compliance with Article 15 or the adjustment is otherwise agreed to in a written confirmation from the Owner and documented by written Change Order.

§ 3.10.5.2 If at any time the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5.3 In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.11 Documents and Samples at the Site

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

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

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

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

§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and District's Buildings.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning and replace any damaged or broken glass.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. Such reimbursement amounts may be deducted from Contractor's Final Payment Application.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives, with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work. Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

§ 3.17 Royalties, Patents and Copyrights

THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSE FEES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES DEFEND AGAINST ANY AND ALL SUITS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS ALLEGED TO HAVE RESULTED FROM CONTRACTOR'S INFRINGEMENT, AND SHALL INDEMNIFY AND HOLD THE OWNER THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LOSS ON ACCOUNT THEREOF, INCLUDING ATTORNEY'S FEES (AS PERMITTED BY STATUTE), BUT SHALL NOT BE RESPONSIBLE FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PROVIDED BY THE OWNER OR PREPARED BY THE ARCHITECT. HOWEVER, IF AN INFRINGEMENT OF A COPYRIGHT OR PATENT ATTRIBUTABLE TO THE OWNER OR ARCHITECT, IS DISCOVERED BY, OR MADE KNOWN TO, THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOSS **UNLESS THE INFORMATION IS PROMPTLY FURNISHED TO THE OWNER AND THE ARCHITECT.§ 3.18 Indemnification**

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 3.18 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.
§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE

§ 3.18.5 The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner under said statutes are secondary to that of the Contractor.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.18.8 The provisions in this Section 3.18 in its entirety shall survive the completion, termination or expiration of this contract and are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

§ 3.19 Representations And Warranties
§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and
.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 Business Standards
§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation
To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date of the Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. and delivered on time. In addition, the Architect or its structural consultant will (1) provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable; and (2) provide on-site observations prior to covering up or closing

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. An oral notification of defects and deficiencies observed in the Work shall be followed by a notice in writing to the Owner and Contractor specifying the defect(s), non-conforming Work, deviations from the Contract Documents and corrective actions taken or recommended. The Architect shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs and will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, nor shall the Architect have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. This does not, however, relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed by the Contractor at no additional cost to Owner. In addition, the Contractor shall reimburse the Owner for compensation paid to the Architect (whether performed by the Architect or its Consultants) or the Owner's Consultants, for additional site visits made necessary by the fault, neglect, the request of the Contractor or made necessary by the Contractor's construction defect or nonconforming Work. Any amount subject to reimbursement under this Section may be required by Owner to be deducted from the next Payment Application submitted by the Contractor and any subsequent Payment Application until paid, and if any amount remains unpaid, the balance shall be paid by the Contractor as a condition to Final Payment.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters relating to the Contract and the Project. However, the Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communication by and with the Architect's consultants shall be through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

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

§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner 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 or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work may be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall prevent action to require conformance, if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents. Architect and/or Contractor shall promptly notify, the other party orally and in writing, and Owner of any perceived fault or defect in the design or nonconformance of the Work with the Construction Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors, and allow sufficient time in the Architect's professional judgment to permit adequate review.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and Omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will prepare, and make written recommendations to Owner regarding all Change Orders (including changes in the Work to be paid from contingency funds) and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with Section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. The Architect is specifically not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. Upon completion of such inspection and agreement by Owner and Architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. for approval by the Owner.

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

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

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected without providing reasonable written notice to the Owner or Architect If neither the Owner nor Architect submits a reasonable objection to such proposed substitution within ten (10) days following their receipt of written notice the Contractor may proceed with the substitution. If either Owner or Architect submit an objection, the Subcontractor shall proceed in accordance with Section 5.2.3 above.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sum shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each Subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

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

- **.1** assignment is effective only after termination of the Contract by the Owner or abandonment of the Project by the Contractor and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing;
- **.2** assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and.
- .3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 Notice Of Subcontractor Default

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

.

(Paragraph deleted)

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

§ 6.2.3 All costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor, the Architect or any Consultant because of the Contractor's delays, improperly timed activities or defective construction.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Changes may be funded out of a contingency fund, if any, or other allowance established herein, or may require a change in the Contract Sum. The authority to approve a change to the Work, the Contract Sum, approve payment from a Contingency or Allowance, or a change in the Project Time, rests solely with the Owner. A Change Order funded from the Contingency or other Allowance shall be referred to herein for clarity as a "Contingency Authorization Order".

§ 7.1.2 A Contingency Authorization Order or Change Order shall be based upon agreement among the Owner, Contractor, and Architect executed prior to commencement of any Work covered by the Order.. A Construction Change Directive (whether funded from contingency, if any, or by an increase in the Contract Sum) requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor prior to the commencement of the Work. An order for a minor change in the Work may be issued by the Architect alone, except as otherwise provided herein.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Change Order Mark-Up. On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead, profit permitted to be charged to the Owner shall be based on the following schedule:

.1 for work performed by the Contractor's own forces, Contractor's mark-up for overhead and profit shall not exceed 10% of the cost of the change in the Work (0% for change orders to be paid out of any contingency allowance).

.2 for the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed 4% of the amount due to the Subcontractors (0% for change orders to be paid out of any contingency allowance).

.3 for each Subcontractor or Sub-subcontractor involved, in Work performed by that Subcontractor's or Sub-subcontractor's own forces, the total mark-up for overhead and profit ten percent (10%) of the cost of the change in the Work.

.**4** In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by Contingency or other Allowances provided for in the Contract Documents.

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

Methods used to determine adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, Including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in. the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted as provided in Section 7.3.3.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon; (additional mark-ups for overhead and profit will not be allowed);.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; subject to the limitations of subparagraph 7.1.4; or

.3 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

be limited to the following:

.1 Actual documented Costs of labor, including applicable payroll taxes, and other employee costs approved by the Owner prior to the approval of the Change Order or Contingency Authorization Order (a labor burden factor will not be accepted as documentation);
.2 Actual documented Costs of materials, supplies, and equipment, including cost of transportation, whether such materials, supplies, and equipment are incorporated or consumed;
.3 Actual documented Rental costs of machinery and equipment,if rented from unaffiliated third-parties, exclusive of hand tools;;
.4 Actual documented Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change, if any; and
.5 Actual documented Costs of supervision and field office personnel directly attributable to the change and only if the adjustment causes an extension of the Contract Time.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Work is performed without an agreement as to the final price, the Contractor shall, at a minimum, retain and provide to the Owner, the following documentation to adequately document its actual costs of performing the scope of work set out in a Construction Change Directive. Adequate Documentation shall include at a minimum, but not limited to, payroll records for employees of Contractor providing the Work included in the Change Directive, as well as written documentation of time spent solely on the scope of the Change Directive Work, prepared concurrent with the performance of the Work, including (for example) sign-in and sign-out sheets or time cards, executed by the employee(s) documenting attendance and receipts for all materials delivered to the Project site for incorporation in the Work of the Change Directive and paid for by the Contractor. If any of the Work of the Change Directive is performed by subcontractors, the Contractor shall provide a copy of the subcontract, an itemized invoice or payment application which includes, in either case, a detailed itemization of costs showing quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit (in accordance with Section 7.1.4) labor and materials provided by the subcontractor, with receipted invoices for all materials incorporated in the Work and evidence of payment by the subcontractor attached. If the Contractor disagrees with the adjustment in the Contract Time, the Contract Sum , allowed in any Change Directive, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement (by executing and returning the Change Directive) or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time not later than ten (10) calendar days following the Contractor's receipt of the Construction Change Directive. A copy of a notice of disagreement shall also be provided to the Owner concurrent with the notice to the Architect. A Notice of Disagreement must contain the number of the Change Directive, the date the Change Directive was issued and the words "Notice of Disagreement With Change Directive" in the Subject line. It is imperative that Owner receive timely specific notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the permitted overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, both changes shall be shown on the same Change Order and the permitted allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Returned materials shall be credited at actual cost and no penalty or restocking fee shall be permitted to be charged to the Owner.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will require as a condition precedent to certification of payment for Work completed under the Construction Change Directive that the Contractor provide the documentation required by Section 7.3.4, and based on such

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

documentation, shall make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect is specifically authorized by this Section 7.3.9 to require submission of such documentation and any other documentation required to evaluate the requested payment, and shall withhold payment certification until such documentation is received and an interim determination is made in accordance with this Section. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15..

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 Commencement. The date of commencement of the Work shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

(Paragraph deleted)

§ 8.1.3 Substantial and Final Completion

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

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor The date of commencement of the Work shall not be changed by the effective date of such insurance..

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 8.2.4 Liquidated Damages

§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.4.4 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by war, civil commotion, pandemic, epidemic, federal, state or local declared disaster or public emergency, act of God, governmental restrictions, regulations, orders, or interference, fire or other unavoidable casualty, material changes ordered in the Work; adverse weather conditions documented in accordance with Section 15.1.6 by delay authorized in writing by the Owner prior to the happening of the delay event; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine based upon documentation by the Contractor.

§ 8.3.1.1 The adjustment of the Contract Time for delay, disruption, and interference described in this Section 8.3.1 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's timely delivery of the notice and claim as set out in this Section 8.3.1. An adjustment to the Contract Time shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Section 8.3.1, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for Owner-caused delays.

§ 8.3.1.2 Notice and Claim for Extension. In the event of a delay in the commencement or progress of the Work as a result of any of the circumstances in this Section 8.3.1, the Contractor may receive an extension of time for completion of the Work equal to the delay, if the Contractor delivers a written notice and claim to the Owner and Architect delivered in any manner provided in Section 1.6.1 of this Agreement. The Notice shall identify and provide a reasonably detailed description of the circumstances causing the delay, disruption, or interference to the Contractor's performance or progress of the Work on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for an extension of time shall be stated in whole or half calendar days, as applicable. The actual date on which the delay(s) began and/or the date the delay ended, if applicable, must be stated in the Claim Notices as applicable.

§ 8.3.2 In the case of claims for extension of time because of unusually inclement weather, such extension of time may be granted only if the Contractor files a claim in accordance with the requirements set out in Section 15.1.6.

§ 8.3.3 Contractor shall not be entitled to an adjustment in the Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

§ 8.3.4 Any adjustment of the Contract Time authorized under Section 8.3 shall be conditioned on such adjustment

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's submission of a timely and properly documented Notice and Claim for additional time in accordance with Section 8.3.

§ 8.3.5 Adjustments to the Contract Time addressed in this Section 8.3 shall apply only to requests for extensions of time based upon delay, disruption, or interference to the Contractor's performance or progress of the Work and shall have no applicability to requests for adjustment of the Contract Time due to other changes in circumstance, including but not limited to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services or materials required, beyond those specified by the Contract Documents. Claims for an adjustment of the Contract Time resulting from these kinds of changes shall be authorized only pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work in accordance with the Contract Documents.

§ 8.4 No Damages or Other Compensation for Delay or Acceleration

This Agreement does not permit recovery by the Contractor of damages or additional compensation for delay, acceleration, disruption, or interference to the Contractor's performance or progress of the Work Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time including but not limited to delay, disruption, or interference caused by the Owner the Architect, of an employee of either, or of a Separate Contractor, any of the circumstances set out in Section 8.3.1 or acceleration of the Work required by the Owner in accordance with the terms of this Agreement. Contractor's sole remedy for delay disruption, or interference in its performance or progress of the Work or any required acceleration of the Work shall be the grant of an extension of time for completion equal to a delay or such reasonable time as the Owner and Architect may determine in their sole discretion.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702-1992 and G703-1992, Application and Certificate for Payment and Continuation Sheet.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage withheld. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless such Work has was self-performed in such case, only portions of Work actually performed shall be included on the Contractor's request for payment.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.1.4 The Owner shall withhold retainage as provided in the Agreement, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein. The retainage shall be paid to the Contractor with the Final Payment, subject to the requirements of the Contract Documents.

§ 9.3.2 Unless otherwise provided in in a separate written agreement executed between the Owner and Contractor Prior to delivery, payments shall not be made on account of materials and equipment delivered and stored at the site or off-site for subsequent incorporation in the Work. The Owner may, in Owner's sole discretion, require Contractor's compliance with such reasonable procedures and requirements as it may establish, as a condition precedent to the grant of Owner's consent and agreement to payment, including but not limited to the following:

.1 provision of any additional insurance required to protect the materials and equipment while stored;
.2 payment of the costs to store the materials and equipment and any additional transportation costs for multiple deliveries;
.3 provision of written consent of Contractor's surety to such storage;
.4 submission of an affidavit identifying materials and equipment stored off-site for later incorporation into the Work, and acknowledging responsibility for such materials and equipment;
.5 provision of documentation that the facility where the materials and/or equipment will be stored is an adequately insured commercial warehouse, where the materials and equipment stored will be sheltered from the weather and outside elements and are stored in accordance with the manufacturer's instructions, including proper temperature and humidity controls and that the materials and equipment have been physically separated and marked for the Project;
.6. its agreement to bear the cost of Owner and/or Architect's visits to the off-site storage facility to confirm compliance with these requirements and review the stored contents, and Contractor shall agree to allow such costs to be offset from Progress Payments;
.7 agreement that payment of any costs related to compliance with the procedures and requirements for storage of materials and equipment on or off-site, shall not be subject to charges for overhead or profit;
.8 submission of bills of sale or other documentation acceptable to the Owner, showing proof of delivery and establishing the Owner's title to the materials or equipment and/or otherwise protecting the Owner's interest, including naming the Owner as additional insured on the required insurance policy (naming the specific materials or equipment stored and their location) and providing proof of delivery for those materials and equipment;
.9 agreeing that, in the event of termination of the Contract or default by the Contractor, the material and equipment stored on or off-site shall be immediately turned over to the Owner by delivery to the location designated by the Owner and that the operator of the storage facility is aware of this agreement and willing to honor it; and
.10 agreeing that all such stored materials and equipment, to the extent they include mechanical components, will be maintained by the Contractor kept in good working condition and ready for immediate installation, to the same extent they would have been, had they been delivered "just in time" for installation, that Contractor will be solely responsible for assuring any manufacturer's warranty will commence on date of completion of installation and/or start-up of the material or equipment and for repairs required prior to installation to assure performance in accordance with the Contract Documents.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY A SUPPLIER, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR ORSUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TOCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Application for Payment, Contractor shall certify that: the information contained in the Application presented is true, correct, accurate and complete; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and, unless an agreement described in Paragraph 9.3.2 has been signed, incorporated into the Work; that the subcontractors whose work is identified in the Applications for Payment have been paid, or Contractor has been invoiced for same and intends to pay such subcontractors; there are no known mechanics' or materialmens' liens outstanding at the date of the Application, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.4.2. If the Application for Payment is complete, then the Architect shall sign and, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 et seq.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion based on the Architect's evaluation of the Work and the data in the Application for Payment, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 9.5 Decisions to Withhold Certification

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

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

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

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. Notwithstanding any provision contained within this Article, if the Contractor has not achieved Substantial Completion by the required date, subject to extensions of time allowed under the Contract Documents, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. then Architect may withhold any further Certificate for Payment to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1, or this Section 9.5.4.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and in accordance with the Texas Government Code section 2251.042 et. seq., Owner shall within twenty-one (21) days notify the Architect and Contractor if Owner disputes the Architect's Certificate for Payment, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 In compliance with Texas Government Code Section 2251.022,the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work,

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

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

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

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

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

§ 9.6.7 The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253. Notwithstanding the foregoing, payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051,if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) days' written notice to the Owner and Architect, that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect to either: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

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

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

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

§ 9.8.3.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, as defined by the Contract Documents, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. If Work is to be completed or corrected after the date of Substantial Completion and prior to final payment, Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect, or the date of Final Payment. ("Warranty Commencement Date").

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to in writing by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties on the partially completed portion of the Work, as required by the Contract Documents Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

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

§ 9.9.3 Unless otherwise agreed upon in writing , partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents , nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner (at Owner's option) will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Work has been completed in accordance with the Contract Documents and that remainder of the Contract Sum, including all retainage, less any amount withheld pursuant to the Contract and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other liabilities connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by t. Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6 except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may have
been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability; (7) In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7 herein;

.2 Final list of subcontractors (AIA Document G705-2001);

.3 Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: https://tea.texas.gov;

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
.5 Maintenance and Instruction Manuals;
.6 Owner's Certificate of Final Completion; and
.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above.

§ 9.10.3 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. Final Payment shall not constitute a waiver of any Claims by the Owner.

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

§ 9.10.6 The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner's rights or the surety's obligations under the bond.

§ 9.11 Audit
Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor shall ensure that the Project site is alcohol-free, drug-free, nicotine/ tobacco-free, e-cigarette free, weapon-free, and sexual-harassment free, and shall require strict compliance on the Project Site with the Owner's Board Policies, including but not limited to GKA(Legal) and GKA(Local). Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

§10.1.2 Dress Code, Fraternization and Sexual Harassment. Contractor shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors, students and Owner's employees while on Owner's property. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 10.1.3 Weapons. Owner has also banned use, possession, or display of any firearm, handgun, location-restricted knife, club, or "prohibited weapon", as defined by the Texas Penal Code and Owner's Board Policy FNCG(Legal), except when the Contractor, its representatives, employees, agents, and subcontractors, or anyone else over which the Contractor has control or authority holds a Texas handgun license, stores the handgun or other firearm in a locked vehicle in the Owners parking lot, garage, or other parking area provided by the Owner AND the firearm is not loaded and not in plain view. A copy of such policy is available through a link on the Owner's website. The Contractor further agrees that Contractor's representatives, employees, agents, and subcontractors will abide by these requirements as well as the Federal Gun-Free School Zones Act.

§ 10.1.4 Tobacco and E-Cigarettes. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not use e-cigarettes or tobacco products while on the Project Site.

§ 10.1.5 Small Unmanned Aircraft (Drones). The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107. as applicable, and any other applicable federal or state laws and regulations.

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility, and taking reasonable precautions to secure any abusable glue, aerosol paint, or any other chemical substance for inhalation being used on the project site;.

2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor's obligations under this Section shall continue to apply during any time period when all or a portion of the Work is suspended for any reason. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

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

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

§ 10.2.4 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

(Paragraph deleted)

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

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

§ 10.2.8 Injury or Damage to Person or Property

10.2.8.1 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Owner shall not be responsible for materials or substances brought to the site

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

by the Contractor.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall, as soon as reasonably possible, obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. Contractor may be entitled to an extension of the Contract Time in accordance with Article 8.3.

§ 10.3.3 To the extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 Except to the extent that the cost and expense are due to the Owner's fault or negligence, if Contractor imports hazardous materials onto the Project site, the Contractor shall indemnify and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, (2) where the Contractor fails to perform its obligations under Section 10.3.1; and (3) any fines or penalties of government agencies directly resulting from the Contractor's importation of the hazardous materials onto the Project site.
.

(Paragraph deleted)

§ 10.4 Emergencies

§ 10.4 .1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 Asbestos Or Asbestos-Containing Materials. Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Payment shall not be made until this written certification has been received.

§ 10.6 Lead-Free Material In Potable Water System
§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 Hazardous Materials Certification
The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below the Agreement or elsewhere in the Contract Documents. No Work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 11 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Texas.

Workmen's Compensation:	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	Bodily Injury by Accident - $500,000 Each Accident. Bodily Injury by Disease - $500,000 Each Employee. Bodily Injury by Disease - $500,000 Policy Limit.
Commercial General Liability: (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	$1,000,000.00 – combined single limit for bodily injury and property damage $2,000,000.00 - aggregate
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate per project (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Umbrella or Excess Liability	$2,000,000.00 - each occurrence $2,000,000 - aggregate
Owner's Protective Liability Insurance: Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees.	Bodily Injury - $1,000,000 Each Occurrence Aggregate - $1,000,000.
All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.	

§ 11.1.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner..

§ 11.1.3 The General Liability and Automobile policies so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage (and associated Umbrella Coverage) required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

.
(Paragraph deleted)
§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor: (a) a certificate of coverage, prior to the other person beginning work on the Project; and (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

§ 11.2 Owner's Insurance

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

(Paragraphs deleted)

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

§ 11.4.4 The Sureties shall promptly file a signed copy of the Contract, Performance Bond, and Payment Bond with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

§ 11.4.5 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.6 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.7 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.8 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

§ 11.4.9 By inclusion of this Section 11.4.9 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

§11.5 Adjustment and Settlement of Insured Loss

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered prior to inspection, contrary to the Architect's request or to requirements specifically expressed in the Contract Documents or if any known deficiencies exist, it must, if requested by the Architect, be uncovered by the Contractor for the Architect's examination and be replaced at the Contractor's sole expense without change in the Contract Time. If the uncovered work is determined by the Architect upon inspection to be deficient or not in accordance with the Contract Documents, the uncovered Work which is deficient or not in accordance with the Contract Documents shall be corrected and covered at the Contractor's sole expense without change in the Contract Time.

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

request inspection of the Work prior to covering or including a requirement for inspection in the Contract Documents is within the Architect's standard of care and the Architect has failed to timely make such request or include the requirement in the Contract Documents, the Architect shall reimburse the Owner for the actual costs of uncovering and recovering such Work and additional costs of correction, if any, caused by covering the Work prior to inspection.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fails to conform with the requirements of this Agreement that appear during the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

conform to the requirements of the Contract Documents or defects in the Work or by the negligent act of the Contractor or its employees, agents or subcontractors. The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost to the Owner of the correction.

§ 12.2.9 Contractor's express warranties set out in this Article 12 shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including but not limited to those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Undisputed payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity In Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 Contractors Records

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office or the principal offices of the Contractor, at the sole option

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

of the Owner.

§ 13.7.3 For all Change Orders, Allowances and expenditures from Contingency Funds, Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 No Third-Party Beneficiaries
There are no third-party beneficiaries to this agreement.

§ 13.9 Proprietary Interests And Confidential Information
§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; detailed layouts of the Owner's Facilities; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.9.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

§ 13.10 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Owner has not made payment of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents; or

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 14.1.2 If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience..

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;
- **.5** fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- **.6** engages in or permits serious or repeated worker misconduct in violation of Article 3.3;
- **.7** engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- **.8** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient.

In any such event title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the contractor for use in the work , shall vest in the Owner at the Owner's option, and the Owner may enter the Contractors premises and remove the same therefrom. No election herunder shall be construed as a waiver of any rights or remedies of the Onwe with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; for profit only on that portion of the Work executed, and reasonable costs of demobilization.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in this Section 14.4.3.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

(Paragraph deleted)

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, shall be initiated by notice to the Owner and to the Architect. Claims under this Section 15.1.3.1 shall be initiated within 21 calendar days after the occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first knew or should have known of the condition giving rise to the Claim, whichever is earlier. If the full impact cannot be assessed as of the date of the Notice, then Notice shall be provided and amended by a second notice at the earliest date that is reasonably possible, but in no event later than the date of Contractor's Application for Payment covering the period in which the impact can be assessed and quantified.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required. If Texas Government Code, Chapter 2272 is applicable to the Claim, the Owner shall comply with the requirements set out therein as a condition precedent to any initiation of any litigation. .

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for work performed in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum (provided such a claim is specifically permitted by the Contract Documents), notice as provided in Section 15.1.3 shall be given to the Owner and Architect. before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

(Paragraph deleted)

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions occurred at the locality of the Work which were abnormal for the period of time, were in excess of that normally experienced at the job site, could not have been reasonably anticipated, and prevented the execution of Work on scheduled Working Days. The term "Adverse Weather Conditions" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the Local Climatological Data maintained by NOAA's National Centers for Environmental Information [formerly the National Climatic Data Center (NCDC)] from the station closest to the location of the Work. No day will be counted as a rain-day when substantial Contractor forces are able to perform

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of the Contract Time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, but shall be applied only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. As provided herein, Contractor shall only be entitled an extension of the Contract Time per the terms of the Contract Documents and no damages shall be paid for delays.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** No indirect or consequential damages will be allowed.
- **.2** No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- **.3** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- **.4** No damages will be allowed for home office overhead or other home office changes or any Eichleay formula calculation.

Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor will this Section 15.1.7 be deemed to apply to delay damages, which are prohibited entirely.

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any Claim, after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The Architect will review Claims and within ten (10) days of receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. .

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 Waiver Of Lien

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

§ 15.3 Mediation

§ 15.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach of

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

§ 15.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. .

§ 15.3.3 In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 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.

§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

§ 15.3.6 Any claim not resolved in mediation pursuant to Section 15.3 shall be subject to litigation as the sole method of dispute resolution.

§ 15.3.7 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

§ 15.4 Arbitration

This Section 15.4 and all subparts are intentionally deleted. No dispute arising under the Contract Documents, these General Conditions or the underlying Contract shall be subject under any circumstances to Arbitration as the method of binding dispute resolution and Owner rejects any selection otherwise made by the parties.

§ 15.5 Immunity

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

Executed on this the _____ day of ____, 20 ___

MCALLEN INDEPENDENT SCHOOL DISTRICT		
OWNER (*Signature*)		CONTRACTOR (*Signature*)
, President		
(Printed Name and Title)		*(Printed Name and Title)*

APPROVED AS TO FORM
Johnathan Ball, McAllen ISD Staff Attorney

By:

(Paragraphs deleted)

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Additions and Deletions Report for

AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:39:47 ET on 11/18/2024.

PAGE 1

(Name, legal status and address)

[redacted]

* In this Agreement, any reference to "Architect" herein shall mean "Engineer."

THE CONTRACTOR

[redacted]

PAGE 2

15 CLAIMS AND DISPUTES

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Johnathan Ball, McAllen ISD Staff Attorney for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

PAGE 10

~~**ARTICLE 1 GENERAL PROVISIONS**~~

~~**§ 1.1 Basic Definitions**~~

~~**§ 1.1.1 The Contract Documents**~~

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

~~**§ 1.1.2 The Contract**~~

~~The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

~~**§ 1.1.3 The Work**~~

~~The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.~~

~~**§ 1.1.4 The Project**~~

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

ARTICLE 1 GENERAL PROVISIONS

~~**§ 1.1.5 The Drawings**~~

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

§ 1.1 Basic Definitions

~~**§ 1.1.6 The Specifications**~~

~~The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Project Manual and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contractor, to the extent they do not conflict with the terms of this Agreement, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

~~**§ 1.1.7 Instruments of Service**~~

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

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

~~**§ 1.1.8 Initial Decision Maker**~~

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

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

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.
§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 Miscellaneous Other Words
§ 1.1.10.1 Business Day
The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 Calendar Day
A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 Holidays
Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 Work Day
Work days include all calendar days except Holidays, Saturdays and Sundays.

PAGE 11

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

...

§ 1.2.4 Precedence Of The Contract Documents
The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".
.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.4 Agreement – AIA Document A101-2017 or A133-2019, as modified by the Owner for the Project.
.5 Specifications and Drawings.
.6 Bid/Proposal Documents including the Project Manual, Contractor's Bid or Proposal Documents (to the extent such Bid or Proposal submitted by the Contractor is part of the Contract Documents and is not inconsistent with other portions of the Contract Documents)

§ 1.2.5 Relation Of Specifications And Drawings
Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.1 Drawings and Specifications are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.5.3 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.5.4 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

PAGE 13

whom the notice is addressed and shall be deemed to have been duly served if delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission ~~is set forth in the Agreement.~~(e-mail or facsimile) or other
commercially reasonable means and will under any of these circumstances, be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this Section 1.6.

...

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or such other form agreed to by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.1.1 The Owner is the ~~person or entity identified as such in the Agreement~~ Board of Trustees of the McAllen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner ~~shall designate in writing a representative who shall have express authority to bind the Owner with respect to all~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority.~~ may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized ~~representative.~~representative

§ 2.1.2 The Owner ~~shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant

...

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work..

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

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

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

...

§ 2.3.4 The Owner ~~shall~~ may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the ~~site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~site, but shall have no duty to do so. Notwithstanding the foregoing, if the Owner provides such survey, the Contractor shall remain responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the Project site. In the event that the Contractor damages any utilities during construction, the contractor shall immediately repair the same at its sole cost and expense.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 2.3.5 ~~The Owner shall furnish information~~ Information or services required of the Owner by the Contract Documents ~~with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~shall be furnished by the Owner within a reasonable time following actual receipt of a written request

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel or consultant may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.3.8 The Owner (either directly or by contract with the Architect) may furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.3.9 The Owner, (directly or by contract with the Architect), when such services are required, in the professional opinion of the Architect, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.3.10 The Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner as required by the Texas Government Code, Section 2269.058.
PAGE 14

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by ~~Section 12.2~~ Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or ~~entity, except to the extent required by Section 6.1.3.~~entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

...

~~If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~**§ 2.5.1** If the Contractor is in default in any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents, or fails to correct nonconforming or defective Work as required by Section 12.2, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or such

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or such non-conforming or defective Work at the sole cost of the Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify the Contractor's Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or such non-conforming or defective Work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure to correct such non-conforming or defective Work. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 Nothing contained in this Section 2.5 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied

PAGE 15

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to ~~Section 2.3.4,~~ Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner, in writing providing substantiation for its position.

PAGE 16

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was 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.

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

...

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, et seq., and shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

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

§ 3.3.6 The Contractor shall review Subcontractor(s) safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site until Substantial Completion of the Work. In the event that the Work will be conducted at an Owner site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections.

§ 3.3.10 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for or qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. In accordance with Texas Government Code §2269.054, these Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. In accordance with Texas Government Code §2269.0541, these Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project.

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

§ 3.4.2 Prevailing Wages

§ 3.4.2.1 The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.2.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications and attached to the AIA Document A101-2017, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.2.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.2.1 or 3.4.2.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

required by Texas Government Code Section 2258.023(b).Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 ~~The Contractor shall enforce strict discipline and good order among the Contractor's employees and other~~ **Substitutions**

§ 3.4.3.1 If the Contract Documents (including the Instructions to Proposers and /or Offerors) specifically permit the submission by Contractor of requests for substitutions, Contractor may, within thirty (30) days after the Contract has been executed, make written request for the substitution of products in place of those specified in the Contract Documents to the Owner and the Architect. Any request for substitution shall be submitted to the Architect in writing, with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence as required by this Section 3.4.3.1 and Section 3.4.3.2 and will be rejected if not so submitted.

§ 3.4.3.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and any modifications to the construction schedule; and (v) an affidavit stating that (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; (c) the cost breakdown presented with Contractor's request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;(d) that the Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (e) the Contractor will reimburse the Owner and for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.3 By making requests for substitutions pursuant to Section 3.4.3 (and all subsections), the Contractor represents and certifies that: (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified; (2) Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified; (3) the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; (4) Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (5) will reimburse Owner and Architect for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

3.4.3.4 Owner and the Architect may accept or reject any such request for substitution in their sole discretion, based on cost, time, or other considerations. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

§ 3.4.3.5 Regardless of acceptance or rejection of substitution, the Contractor shall be responsible for amounts paid by the Owner to the Architect, to evaluate the Contractor's proposed substitutions and any amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. The Owner shall be entitled to deduct such amounts from the Contract Sum.

§ 3.4.4 Responsibility for Subcontractors

§ 3.4.4.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other skilled in tasks assigned to them. Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES; NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES; CONTRACTOR'S FORCES NON-COMPLIANCE WITH CRIMINAL LAW; OR CONTRACTOR'S OR CONTRACTOR'S FORCES NON-COMPLIANCE WITH

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4.2 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Work may be performed in connection with an operational educational facility or the Project site may be adjacent to a public-school campus. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb or disrupt Owner's normal operations or facilities. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working at or near an operational campus and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum.

§ 3.4.5 Criminal History Records Checks

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections), the following definitions shall be applicable:
.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

§ 3.4.5.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in Section §3.4.5.1 and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

§ 3.4.5.3 For purposes of this Section 3.4.5 a person does not have the opportunity for direct contact with students if:
.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);
.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
.3 for a public work that involves an existing Instructional Facility:
(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 3.4.5.4 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

§ 3.4.5.5 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in Section 3.4.5 of this Agreement (including all subparts), as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure the information from the District and reimbursed the Contractor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article 14, Termination.

PAGE 20

defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with all applicable codes, generally accepted standards of construction practice for construction of projects similar to the Project. All materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective.

PAGE 21

of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranties provided in this Section 3.5.1 are in addition to, and not in limitation of, any other warranties, remedies and/or guaranties set out in the Contract Documents or under applicable law.

...

§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under granted in the Contract Documents will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.6, as a condition precedent to Final Payment.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The warranties provided in this Section 3.5 or otherwise provided in the Contract Documents or by law, shall in no way limit or abridge the warranties provided by the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a Warranty Commencement Date noted as required, and in the form required by Subparagraph 3.5.6 shall be submitted to the Architect for delivery to the Owner, as a condition precedent to Final Payment.

§ 3.5.6 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Warranty Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; (7) include the Schedule of Warranty Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (9) deliver warranties in the form described in this Subparagraph 3.5.6, to the Architect for review same prior to submission to the Owner.

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

The Contractor shall not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

PAGE 22

at the time bids are received or negotiations concluded. The Owner shall be responsible for payment of TDLR Texas Accessibility submissions and inspection costs.

§ 3.7.2 ~~The~~ In performing its obligations hereunder, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to~~performance of the Work.~~

performance of the Work and upon request by the Owner or Architect shall furnish evidence, satisfactory to the Owner, of such compliance.

§ 3.7.3 If the Contractor performs Work ~~knowing~~ when Contractor knows or reasonably should have known it to be contrary to

applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public

...

to correction. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL THIRD-PARTY CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF, OR BASED UPON CONTRACTOR'S VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different~~ Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum contained herein (as proposed by Contractor), or GMP as applicable, shall be deemed to include all costs of and sufficient time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if the Contractor encounters conditions at the site that are subsurface or otherwise concealed physical conditions which were not known to the Contractor, and that differ materially from those indicated in the Contract Documents ~~and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions and report its findings to the Owner and Architect.

...

Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. In accordance with the terms of this Agreement, there will be no adjustment to the Contract Sum for delay arising out or related to the circumstances described in this Section 3.7.5.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

PAGE 23

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness.~~within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under Allowances, where reasonably possible, Contractor shall solicit and receive no

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

fewer than three (3) written proposals and shall provide the Work on the basis of the best value for the Owner, as directed by the Architect following Owner's written approval of the cost proposal.

...

communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~furnish a list to the Architect a list of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner. The Owner shall have the right, at any time, to require a change in any engineer, consultant, job-site superintendent, subcontractor or supplier if their performance is deemed unsatisfactory in its sole discretion.

§ 3.9.3 The Contractor shall ~~not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

§ 3.9.4 Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before the time of that the Superintendent is required to be present at the site, that the Superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, then Owner shall be notified as soon as the Contractor obtains the information, but in no event later than the beginning of the day that the Superintendent will be absent from the site. In such event of such absence, the Contractor will designate a person as acting superintendent and Contractor promptly notify the Owner of the identity and contact information for the designated acting superintendent.

PAGE 24

information a Contractor's construction schedule for ~~the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.~~the Work, utilizing critical path method scheduling techniques.
The Schedule shall not exceed the time limits set forth in the Contract Documents. The Schedule shall thereafter be updated on a monthly basis and submitted with each Application For Payment. The receipt of an updated schedule with each Application For Payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.1.1 Each Schedule shall: (1) break the work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect and shall assign each scheduled activity a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project; (2) include activates representing manufacturing, fabrication, or ordering lead time for materials, equipment or other items for which the Architect is required to review submittals, shop drawings, product data, or samples; (3) with the exception of the initial schedule, shall indicate the activities, or portions thereof, which have been completed;

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

(4) shall reflect the actual time for completion of such activities, and shall reflect any changes to the sequence or planned duration of all activities.

§ 3.10.1.2 If any updated Schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated Schedule, a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect and documentation of the date such information was requested.

§ 3.10.1.3 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

§ 3.10.1.4 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.1.5 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.10.1.6 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions.

PAGE 25

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and shall attend progress meetings at the Project Site, in such frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule.

§ 3.10.4 The Contractor shall submit to the Architect with each monthly application for payment a copy of the Progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

§ 3.10.5 Correction of Delay.

§ 3.10.5.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any Milestone Date unless any such adjustment is submitted by the Contractor as a Claim in compliance with Article 15 or the adjustment is otherwise agreed to in a written confirmation from the Owner and documented by written Change Order.

§ 3.10.5.2 If at any time the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5.3 In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

The Contractor shall maintain and make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates. The Documents to be maintained shall be kept in good order and marked currently to indicate field changes and selections made during

...

be in electronic form or paper copy, available to the Architect and ~~Owner,~~ Owner or their respective representatives, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

PAGE 26

to demonstrate how the Contractor proposes to conform to ~~the information given and~~ the ~~design concept expressed in the~~ Contract Documents for those portions of the Work for
which the Contract Documents require submittals. Review by the Architect is subject to the limitations
of~~Section 4.2.7.~~
Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so

...

Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

PAGE 27

have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to
this~~Section 3.12.10,~~
Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the

...

Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

~~**The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances,**~~ **§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

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

§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and District's Buildings.

...

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make~~its parts fit together properly. All areas requiring~~
its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the

...

§ 3.15.1 The Contractor ~~shall~~ shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion

machinery, and surplus materials from and about the Project. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning and replace any damaged or broken glass.

...

shall be entitled to reimbursement from the Contractor. Such reimbursement amounts may be deducted from Contractor's Final Payment Application.

...

The Contractor shall provide the Owner and Architect and their designated representatives, with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work. Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.~~THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSE FEES. TO THE FULLEST EXTENT
PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES DEFEND AGAINST ANY AND ALL SUITS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS ALLEGED TO HAVE RESULTED FROM CONTRACTOR'S INFRINGEMENT, AND SHALL INDEMNIFY AND HOLD THE OWNER THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LOSS ON ACCOUNT THEREOF, INCLUDING ATTORNEY'S FEES (AS PERMITTED BY STATUTE), BUT SHALL NOT BE RESPONSIBLE FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PROVIDED BY THE OWNER OR PREPARED BY THE ARCHITECT. HOWEVER, IF AN INFRINGEMENT OF A COPYRIGHT OR PATENT ATTRIBUTABLE TO THE OWNER OR ARCHITECT, IS DISCOVERED BY, OR MADE KNOWN TO, THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOSS **UNLESS THE INFORMATION IS PROMPTLY FURNISHED TO THE OWNER AND THE ARCHITECT.§ 3.18 Indemnification**

...

§ 3.18.1 ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY,
DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 3.18 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY
AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.
§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE

§ 3.18.5 The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner under said statutes are secondary to that of the Contractor.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

§ 3.18.8 The provisions in this Section 3.18 in its entirety shall survive the completion, termination or expiration of this contract and are solely for the benefit of the parties hereto and not intended to create or grant any rights,

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

contractual or otherwise, to any other person or entity.

§ 3.19 Representations And Warranties
§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and
.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 Business Standards
§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation
To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.
PAGE 30

an Owner's representative during construction until the date ~~the Architect issues the final Certificate for Payment.~~ of the Owner's contract with the Architect terminates.
The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents.~~Documents,
or as they may be amended in the future.

...

completed, will be in accordance with the Contract Documents. ~~However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~and delivered on time. In addition, the Architect or its structural consultant will (1) provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable; and (2) provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner.
PAGE 31

and (3) defects and deficiencies observed in the Work. An oral notification of defects and deficiencies observed in the Work shall be followed by a notice in writing to the Owner and Contractor specifying the defect(s),

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

non-conforming Work, deviations from the Contract Documents and corrective actions taken or recommended. The Architect shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs and will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract ~~Documents. The Architect will not~~ Documents, nor shall the Architect have control over or charge of,

...

any other persons or entities performing portions of the Work. This does not, however, relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed by the Contractor at no additional cost to Owner. In addition, the Contractor shall reimburse the Owner for compensation paid to the Architect (whether performed by the Architect or its Consultants) or the Owner's Consultants, for additional site visits made necessary by the fault, neglect, the request of the Contractor or made necessary by the Contractor's construction defect or nonconforming Work. Any amount subject to reimbursement under this Section may be required by Owner to be deducted from the next Payment Application submitted by the Contractor and any subsequent Payment Application until paid, and if any amount remains unpaid, the balance shall be paid by the Contractor as a condition to Final Payment.

...

~~**The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications**~~ Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters relating to the Contract and the Project. However, the Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communication by and with the Architect's consultants shall be through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications

...

Contractors shall be through the Owner.~~The Contract Documents may specify other communication protocols.~~

...

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

...

Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a

...

of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work may be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall prevent action to require conformance, if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents. Architect and/or Contractor shall promptly notify, the other party orally and in writing, and Owner of any perceived fault or defect in the design or nonconformance of the Work with the Construction Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal~~schedule, with reasonable promptness while allowing~~
schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors, and allow sufficient time in the Architect's professional judgment to permit adequate review.
PAGE 32

The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under~~Sections 3.3,~~
Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any

...

not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and Omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will ~~prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4.~~ prepare, and make written recommendations to Owner regarding all Change Orders
(including changes in the Work to be paid from contingency funds) and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with Section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in ~~Section 3.7.4.~~Section 3.7.4. The Architect is
specifically not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final ~~completion; issue Certificates of Substantial Completion pursuant to Section 9.8;~~ completion. Upon completion of such inspection and agreement by
Owner and Architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to ~~Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.~~Section 9.10; and issue a final
Certificate for Payment pursuant to Section 9.10. for approval by the Owner.

...

from, the Contract Documents and will be in writing or in the form of drawings.~~When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent~~expressed in the Contract Documents.~~
expressed in the Contract Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

PAGE 33

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected ~~if the Owner or Architect makes reasonable objection to such substitution.~~without providing reasonable written notice to the Owner or Architect If neither the Owner nor Architect submits a reasonable objection to such proposed substitution within ten (10) days following their receipt of written notice the Contractor may proceed with the substitution. If either Owner or Architect submit an objection, the Subcontractor shall proceed in accordance with Section 5.2.3 above.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sum shall be allowed for failure to so inspect or investigate.

...

~~**By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to**~~ **§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to

...

Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each Subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

PAGE 34

.1 assignment is effective only after termination of the Contract by the Owner ~~for cause pursuant to Section 14.2~~ or abandonment of the Project by the Contractor and only for those subcontract agreements that the Owner accepts by

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

notifying the Subcontractor and ~~Contractor; and~~Contractor in writing;

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond~~relating to the Contract.~~
relating to the Contract; and.

.3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this ~~Section 5.4,~~ Section 5.4, the Owner may further assign the subcontract to a~~successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~
successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 Notice Of Subcontractor Default
Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

...

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this ~~Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.~~Contract.
PAGE 35

.
§ 6.1.4 ~~Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access, staging, introduction and storage of their materials and equipment and performance of their activities, and shall

...

construction is fit and proper to receive the Contractor's Work.~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~

§ 6.2.3 All costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate ~~Contractor~~ Contractor, the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Architect or any Consultant because of the Contractor's delays, improperly timed activities ~~or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work~~ or defective construction.

...

completed construction or to property of the Owner or Separate ~~Contractor as provided in Section 10.2.5.~~Contractor.

...

limitations stated in this Article 7 and elsewhere in the Contract Documents. Changes may be funded out of a contingency fund, if any, or other allowance established herein, or may require a change in the Contract Sum. The authority to approve a change to the Work, the Contract Sum, approve payment from a Contingency or Allowance, or a change in the Project Time, rests solely with the Owner. A Change Order funded from the Contingency or other Allowance shall be referred to herein for clarity as a "Contingency Authorization Order".

§ 7.1.2 A Contingency Authorization Order or Change Order shall be based upon agreement among the Owner,~~Contractor, and Architect. A Construction Change Directive requires~~
Contractor, and Architect executed prior to commencement of any Work covered by the Order.. A Construction Change Directive (whether funded from contingency, if any, or by an increase in the Contract Sum) requires agreement by the Owner and Architect and may or may not be agreed to by ~~the Contractor.~~ the Contractor prior to the commencement
of the Work. An order for a minor change in the Work may be issued by the Architect ~~alone.~~alone, except as otherwise provided herein.

PAGE 36

§ 7.1.4 Change Order Mark-Up. On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead, profit permitted to be charged to the Owner shall be based on the following schedule:

.1 for work performed by the Contractor's own forces, Contractor's mark-up for overhead and profit shall not exceed 10% of the cost of the change in the Work (0% for change orders to be paid out of any contingency allowance).

.2 for the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed 4% of the amount due to the Subcontractors (0% for change orders to be paid out of any contingency allowance).

.3 for each Subcontractor or Sub-subcontractor involved, in Work performed by that Subcontractor's or Sub-subcontractor's own forces, the total mark-up for overhead and profit ten percent (10%) of the cost of the change in the Work.

.4 In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by Contingency or other Allowances provided for in the Contract Documents.

...

Methods used to determine adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, Including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

...

Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes ~~in~~ in. the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Sum and Contract Time being adjusted ~~accordingly.~~as provided in Section 7.3.3.

...

.2 Unit prices stated in the Contract Documents or subsequently agreed upon; (additional mark-ups for ~~.3~~ overhead and profit will not be allowed);.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; subject to the limitations of subparagraph 7.1.4; or

~~.4~~ **.3** As provided in Section 7.3.4.

...

the Architect shall determine the adjustment on the basis ~~of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:~~of the amount by which the Contractor's direct costs have
actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

.1 Actual documented Costs of labor, including applicable payroll taxes, ~~fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~and other employee costs
approved by the Owner prior to the approval of the Change Order or Contingency Authorization Order (a labor burden factor will not be accepted as documentation);

.2 Actual documented Costs of materials, supplies, and equipment, including cost of transportation, whether such materials, supplies, and equipment are incorporated or consumed;

.3 ~~Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~Actual documented Rental costs of machinery and equipment,if rented from unaffiliated third-parties, exclusive of hand tools;;

.4 Actual documented Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the ~~change;~~ change, if any; and

.5 Actual documented Costs of supervision and field office personnel directly attributable to the ~~change.~~change
and only if the adjustment causes an extension of the Contract Time.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Work is performed without an agreement as to the final price, the Contractor shall, at a minimum, retain and provide to the Owner, the following documentation to adequately document its actual costs of performing the scope of work set out in a Construction Change Directive. Adequate Documentation shall include at a minimum, but not limited to, payroll records for employees of Contractor providing the Work included in the Change Directive, as well as written documentation of time spent solely on the scope of the Change Directive Work, prepared concurrent with the performance of the Work, including (for example) sign-in and sign-out sheets or time cards, executed by the employee(s) documenting attendance and receipts for all materials delivered to the Project site for incorporation in the Work of the Change Directive and paid for by the Contractor. If any of the Work of the Change Directive is performed by subcontractors, the Contractor shall provide a copy of the subcontract, an itemized invoice or payment application which includes, in either case, a detailed itemization of costs showing quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit (in accordance with Section 7.1.4) labor and materials provided by the subcontractor, with receipted invoices for all materials incorporated in the Work and evidence of payment by the subcontractor attached. If the Contractor disagrees with the adjustment in the Contract Time, the Contract Sum , allowed in any Change Directive, the Contractor may make a Claim in accordance with applicable

Work involved and advise the Architect of the Contractor's agreement (by executing and returning the Change Directive) or disagreement with the method, if any, provided in the Construction Change Directive for determining the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

proposed adjustment in the Contract Sum or Contract ~~Time.~~Time not later than ten (10) calendar days following the Contractor's receipt of the Construction Change Directive. A copy of a notice of disagreement shall also be provided to the Owner concurrent with the notice to the Architect. A Notice of Disagreement must contain the number of the Change Directive, the date the Change Directive was issued and the words "Notice of Disagreement With Change Directive" in the Subject line. It is imperative that Owner receive timely specific notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly.

...

decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect.~~ plus the permitted overhead and profit as set forth in Section
7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, both changes shall be shown on the same Change Order and the permitted allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Returned materials shall be credited at actual cost and no penalty or restocking fee shall be permitted to be charged to the Owner.

...

Architect will require as a condition precedent to certification of payment for Work completed under the Construction Change Directive that the Contractor provide the documentation required by Section 7.3.4, and based on such documentation, shall make an interim determination for purposes of monthly certification for payment for those costs
PAGE 38

reasonably justified. The Architect is specifically authorized by this Section 7.3.9 to require submission of such documentation and any other documentation required to evaluate the requested payment, and shall withhold payment certification until such documentation is received and an interim determination is made in accordance with this Section. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article ~~15.~~15..

...

~~The~~ With prior written notice to the Owner's representative the Architect may order minor changes in the Work that are

...

Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

...

§ 8.1.2 Commencement. The date of commencement of the Work ~~is the date established in the Agreement.~~shall be the first business day following the
Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

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

§ 8.1.3 Substantial and Final Completion

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

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

...

the Work prior to the effective date of insurance required to be furnished by the Contractor ~~and Owner.~~The date of commencement of the Work shall not be changed by the effective date of such insurance..
PAGE 39

§ 8.2.4 Liquidated Damages
§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.4.4 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties,~~ war, civil commotion, pandemic, epidemic, federal, state or local declared disaster or public emergency, act of God, governmental restrictions, regulations, orders, or interference, fire or other unavoidable casualty, material changes ordered in the Work; adverse weather conditions documented in accordance with Section ~~15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution;~~ 15.1.6 by delay authorized in writing by the Owner prior to the happening of the delay event; or (5) by other causes that the Contractor asserts, and the Architect ~~determines,~~ and Owner determine, justify delay, then the Contract Time ~~shall be extended for such reasonable time as the Architect may determine.~~may be extended for such reasonable time as the Architect and Owner may determine based upon documentation by the Contractor.

§ 8.3.1.1 The adjustment of the Contract Time for delay, disruption, and interference described in this Section 8.3.1 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's timely delivery of the notice and claim as set out in this Section 8.3.1. An adjustment to the Contract Time shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Section 8.3.1, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for Owner-caused delays.

§ 8.3.1.2 Notice and Claim for Extension. In the event of a delay in the commencement or progress of the Work as a result of any of the circumstances in this Section 8.3.1, the Contractor may receive an extension of time for completion of the Work equal to the delay, if the Contractor delivers a written notice and claim to the Owner and Architect delivered in any manner provided in Section 1.6.1 of this Agreement. The Notice shall identify and provide a reasonably detailed description of the circumstances causing the delay, disruption, or interference to the Contractor's performance or progress of the Work on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for an extension of time shall be stated in whole or half calendar

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

days, as applicable. The actual date on which the delay(s) began and/or the date the delay ended, if applicable, must be stated in the Claim Notices as applicable.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~In the case of claims for extension of time because of unusually inclement weather, such extension of time may be granted only if the Contractor files a claim in accordance with the requirements set out in Section 15.1.6.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Contractor shall not be entitled to an adjustment in the Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

§ 8.3.4 Any adjustment of the Contract Time authorized under Section 8.3 shall be conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's submission of a timely and properly documented Notice and Claim for additional time in accordance with Section 8.3.

§ 8.3.5 Adjustments to the Contract Time addressed in this Section 8.3 shall apply only to requests for extensions of time based upon delay, disruption, or interference to the Contractor's performance or progress of the Work and shall have no applicability to requests for adjustment of the Contract Time due to other changes in circumstance, including but not limited to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services or materials required, beyond those specified by the Contract Documents. Claims for an adjustment of the Contract Time resulting from these kinds of changes shall be authorized only pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work in accordance with the Contract Documents.

§ 8.4 No Damages or Other Compensation for Delay or Acceleration

This Agreement does not permit recovery by the Contractor of damages or additional compensation for delay, acceleration, disruption, or interference to the Contractor's performance or progress of the Work Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time including but not limited to delay, disruption, or interference caused by the Owner the Architect, of an employee of either, or of a Separate Contractor, any of the circumstances set out in Section 8.3.1 or acceleration of the Work required by the Owner in accordance with the terms of this Agreement. Contractor's sole remedy for delay disruption, or interference in its performance or progress of the Work or any required acceleration of the Work shall be the grant of an extension of time for completion equal to a delay or such reasonable time as the Owner and Architect may determine in their sole discretion.

PAGE 40

§ 9.1.1 The Contract Sum is stated in the Agreement ~~and,~~ including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

...

inequity to the Owner or Contractor, the applicable unit prices shall be equitably ~~adjusted.~~adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

...

Where the Contract is based on a stipulated ~~**sum or Guaranteed Maximum Price,**~~ the Contractor shall submit a schedule of values to the Architect before the

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702-1992 and G703-1992, Application and Certificate for Payment and Continuation Sheet.

...

Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under ~~Section 9.2,~~
Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all

...

requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage ~~if provided for in the Contract Documents.~~withheld.
The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ Such applications may include requests for payment on account of changes in the Work that have been

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the ~~Contractor does not intend to pay~~
Contractor has not been invoiced by a Subcontractor or supplier, unless such Work has ~~been performed by others whom the Contractor intends to pay.~~was self-performed in such
case, only portions of Work actually performed shall be included on the Contractor's request for payment.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.1.4 The Owner shall withhold retainage as provided in the Agreement, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein. The retainage shall be paid to the Contractor with the Final Payment, subject to the requirements of the Contract Documents.

§ 9.3.2 Unless otherwise provided in ~~the Contract Documents, payments shall~~ in a separate written agreement executed between the Owner and Contractor
Prior to delivery, payments shall not be made on account of materials and equipment delivered and ~~suitably~~ stored at the site or
off-site for subsequent incorporation in the Work. ~~If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~The Owner may, in Owner's sole discretion, require Contractor's compliance with such reasonable procedures and requirements as it may establish, as a condition precedent to the grant of Owner's consent and agreement to payment, including but not limited to the following:

.1 provision of any additional insurance required to protect the materials and equipment while stored;
.2 payment of the costs to store the materials and equipment and any additional transportation costs for multiple deliveries;
.3 provision of written consent of Contractor's surety to such storage;
.4 submission of an affidavit identifying materials and equipment stored off-site for later incorporation into the Work, and acknowledging responsibility for such materials and equipment;

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.5 provision of documentation that the facility where the materials and/or equipment will be stored is an adequately insured commercial warehouse, where the materials and equipment stored will be sheltered from the weather and outside elements and are stored in accordance with the manufacturer's instructions, including proper temperature and humidity controls and that the materials and equipment have been physically separated and marked for the Project;

.6. its agreement to bear the cost of Owner and/or Architect's visits to the off-site storage facility to confirm compliance with these requirements and review the stored contents, and Contractor shall agree to allow such costs to be offset from Progress Payments;

.7 agreement that payment of any costs related to compliance with the procedures and requirements for storage of materials and equipment on or off-site, shall not be subject to charges for overhead or profit;

.8 submission of bills of sale or other documentation acceptable to the Owner, showing proof of delivery and establishing the Owner's title to the materials or equipment and/or otherwise protecting the Owner's interest, including naming the Owner as additional insured on the required insurance policy (naming the specific materials or equipment stored and their location) and providing proof of delivery for those materials and equipment;

.9 agreeing that, in the event of termination of the Contract or default by the Contractor, the material and equipment stored on or off-site shall be immediately turned over to the Owner by delivery to the location designated by the Owner and that the operator of the storage facility is aware of this agreement and willing to honor it; and

.10 agreeing that all such stored materials and equipment, to the extent they include mechanical components, will be maintained by the Contractor kept in good working condition and ready for immediate installation, to the same extent they would have been, had they been delivered "just in time" for installation, that Contractor will be solely responsible for assuring any manufacturer's warranty will commence on date of completion of installation and/or start-up of the material or equipment and for repairs required prior to installation to assure performance in accordance with the Contract Documents.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY A SUPPLIER, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR ORSUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TOCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Application for Payment, Contractor shall certify that: the information contained in the Application presented is true, correct, accurate and complete; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and, unless an agreement described in Paragraph 9.3.2 has been signed, incorporated into the Work; that the subcontractors whose work is identified in the Applications for Payment have been paid, or Contractor has been invoiced for same and intends to pay such subcontractors; there are no known mechanics' or materialmens' liens outstanding at the date of the Application, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

PAGE 42

§ 9.4.1 The Architect will, ~~within seven days after receipt of the Contractor's Application for Payment,~~ carefully evaluate and review the Application for Payment and, when appropriate, return

the Application for Payment to the Contractor as provided in Section 9.4.2. If the Application for Payment is complete, then the Architect shall sign and, either (1) issue to the Owner a Certificate for Payment in the full amount of

...

such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part as provided in ~~Section 9.5.1;~~ Section 9.5.1; or (3) withhold certification of

...

certification in whole as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 et seq.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion based on the Architect's evaluation of the Work and the data in the Application for Payment, ~~that, to the best of~~ the ~~Architect's knowledge, information, and belief, the~~ Work has progressed to the

...

qualifications expressed by the ~~Architect.~~ Architect in writing to the Owner. However, the issuance of a Certificate for Payment

...

reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the

...

the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed

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

PAGE 43

.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;

.9 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;

.10 evidence of financial inability to perform the Contract fully;

.11 failure to submit record documents required by the Contract; or

.12 failure of the Contractor to perform any other obligations of the Contract.

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

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under ~~Section 9.5.1.3,~~ Section 9.5.1.3, the Owner may, at its sole option,

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

for Payment. Notwithstanding any provision contained within this Article, if the Contractor has not achieved Substantial Completion by the required date, subject to extensions of time allowed under the Contract Documents, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. then Architect may withhold any further Certificate for Payment to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1, or this Section 9.5.4.

...

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and ~~shall so notify the Architect.~~in
accordance with the Texas Government Code section 2251.042 et. seq., Owner shall within twenty-one (21) days notify the Architect and Contractor if Owner disputes the Architect's Certificate for Payment, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 ~~The Contractor shall pay each Subcontractor, no later than seven days after~~ In compliance with Texas Government Code Section 2251.022,the Contractor shall, within ten (10) days
following receipt of payment from the Owner, ~~the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.~~pay all bills for labor and materials performed and furnished by others
in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.
PAGE 44

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for~~ The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents,
provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253. Notwithstanding the foregoing, payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the ~~Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~Contractor.

...

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days'~~ § 9.7.1 Pursuant to Texas Government Code Section 2251.051,if the Owner does not pay the Contractor any payment
certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) days' written notice to the Owner and Architect, ~~stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect to either: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

PAGE 45

its intended use. provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

...

§ 9.8.3 Upon receipt of the Contractor's list, the Architect accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is

...

utilize the Work or designated portion thereof for its intended use, then the Contractor shall, before issuance of the

...

the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

§ 9.8.3.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, as defined by the Contract

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Documents, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of

...

Substantial Completion. If Work is to be completed or corrected after the date of Substantial Completion and prior to final payment, Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect, or the date of Final Payment. ("Warranty Commencement Date").

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

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

PAGE 46

such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to in writing by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial

...

security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of~~warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the~~ warranties on the partially completed portion of the Work, as required by the Contract Documents Consent of the be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of~~the Architect.~~
the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

...

§ 9.9.3 Unless otherwise agreed ~~upon,~~ upon in writing , partial occupancy or use of a portion or portions of the Work or
installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements~~of the Contract Documents.~~
of the Contract Documents , nor shall it constitute evidence of Substantial Completion or Final Completion.

...

§ 9.10.1 ~~Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract~~ When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the
Owner and the Architect thereof in writing. Thereupon, the Architect and Owner (at Owner's option) will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment ~~stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the~~ certifying to the Owner that
the Work has been completed in accordance with the Contract Documents and that ~~the entire balance found to be due the Contractor~~ remainder of the Contract Sum,
including all retainage, less any amount withheld pursuant to the Contract and noted in the final Certificate is due and

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in~~Section 9.10.2~~
Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

...

the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other ~~indebtedness~~ liabilities connected with the
Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by t.

...

warranties or specific Subcontractor warranties, and ~~(6) if required~~ (6 except for amounts previously withheld by the Owner, other

...

the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may have
been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to ~~indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~discharge any such lien or
indemnify the Owner from liability; (7) In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7 herein;
.2 Final list of subcontractors (AIA Document G705-2001);
.3 Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: https://tea.texas.gov;
.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
.5 Maintenance and Instruction Manuals;
.6 Owner's Certificate of Final Completion; and
.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above.

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it~~ The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after
the Architect's execution of a final Certificate for Payment. Final Payment shall not constitute a waiver of ~~Claims.~~any Claims
by the Owner.

~~**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~
~~**.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~**.2** failure of the Work to comply with the requirements of the Contract Documents;~~
~~**.3** terms of special warranties required by the Contract Documents; or~~
~~**.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ 9.10.6 The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner's rights or the surety's obligations under the bond.

§ 9.11 Audit
Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

PAGE 48

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in~~**connection with the performance of the Contract.**~~
connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor shall ensure that the Project site is alcohol-free, drug-free, nicotine/ tobacco-free, e-cigarette free, weapon-free, and sexual-harassment free, and shall require strict compliance on the Project Site with the Owner's Board Policies, including but not limited to GKA(Legal) and GKA(Local). Contractor will remove any of its

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

§10.1.2 Dress Code, Fraternization and Sexual Harassment. Contractor shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors, students and Owner's employees while on Owner's property. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 10.1.3 Weapons. Owner has also banned use, possession, or display of any firearm, handgun, location-restricted knife, club, or "prohibited weapon", as defined by the Texas Penal Code and Owner's Board Policy FNCG(Legal), except when the Contractor, its representatives, employees, agents, and subcontractors, or anyone else over which the Contractor has control or authority holds a Texas handgun license, stores the handgun or other firearm in a locked vehicle in the Owners parking lot, garage, or other parking area provided by the Owner AND the firearm is not loaded and not in plain view. A copy of such policy is available through a link on the Owner's website. The Contractor further agrees that Contractor's representatives, employees, agents, and subcontractors will abide by these requirements as well as the Federal Gun-Free School Zones Act.

§ 10.1.4 Tobacco and E-Cigarettes. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not use e-cigarettes or tobacco products while on the Project Site.

§ 10.1.5 Small Unmanned Aircraft (Drones). The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107. as applicable, and any other applicable federal or state laws and regulations.

...

.1 employees on the ~~Work and~~ Work, school personnel, students and other persons on the Owner's premises and
other persons who may be affected ~~thereby;~~thereby, which protection shall include the installation of fencing
between the Work site and the occupied portion of a connecting or adjacent educational facility, and taking reasonable precautions to secure any abusable glue, aerosol paint, or any other chemical substance for inhalation being used on the project site;.

~~.2~~ **2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor's obligations under this Section shall continue to apply during any time period when all or a portion of the Work is suspended for any reason. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

PAGE 49

the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and

...

and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of ~~explosives or other~~ hazardous materials or equipment, or unusual methods are necessary for execution of
the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly~~qualified personnel.~~
qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

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

...

10.2.8.1 If either party suffers injury or damage to person or property because of an act or omission of the other party,

...

shall be given to the other party within a reasonable time not exceeding ~~**21**~~ three (3) days after discovery. The notice shall
provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.
§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

...

condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Owner shall not be responsible for materials or substances brought to the site by the Contractor.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner ~~shall~~ shall, as soon as reasonably possible, obtain the services of
PAGE 50

resume upon written agreement of the Owner and Contractor. ~~By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.~~Contractor may be entitled to an extension of the
Contract Time in accordance with Article 8.3.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 10.3.3 To the ~~fullest extent permitted by law, the Owner shall indemnify and~~ extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and

...

bodily injury or death as described in ~~Section 10.3.1~~ Section 10.3.1 and has not been rendered harmless, provided that such claim,

...

or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

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

§ 10.3.5 ~~The Contractor shall reimburse~~ Except to the extent that the cost and expense are due to the Owner's fault or negligence, if Contractor imports
hazardous materials onto the Project site, the Contractor shall indemnify and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, ~~or~~ (2) where the Contractor fails to perform its obligations under ~~Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~Section 10.3.1; and (3) any
fines or penalties of government agencies directly resulting from the Contractor's importation of the hazardous materials onto the Project site.
.

~~**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

~~In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.~~**§ 10.4 .1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 Asbestos Or Asbestos-Containing Materials. Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 10.6 Lead-Free Material In Potable Water System
§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 Hazardous Materials Certification
The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.
PAGE 51

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below the Agreement or elsewhere in the Contract Documents. No Work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 11 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the~~jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~
State of Texas.

Workmen's Compensation:	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	Bodily Injury by Accident - $500,000 Each Accident. Bodily Injury by Disease - $500,000 Each Employee. Bodily Injury by Disease - $500,000 Policy Limit.
Commercial General Liability: (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	$1,000,000.00 – combined single limit for bodily injury and property damage $2,000,000.00 - aggregate
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate per project (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Umbrella or Excess Liability	$2,000,000.00 - each occurrence $2,000,000 - aggregate
Owner's Protective Liability Insurance: Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees.	Bodily Injury - $1,000,000 Each Occurrence Aggregate - $1,000,000.
All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.	

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner..

§ 11.1.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~The General Liability and Automobile policies so issued in the name of Contractor shall also name the Owner
as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage (and associated Umbrella Coverage) required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

.

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

§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
(a) a certificate of coverage, prior to the other person beginning work on the Project; and
(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

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

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

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

PAGE 54

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~**11.4.1** The Contractor is required, as a condition precedent to the execution of the Contract, to execute a
PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

§ 11.4.4 The Sureties shall promptly file a signed copy of the Contract, Performance Bond, and Payment Bond with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

§ 11.4.5 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.6 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.7 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.8 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.
§ 11.4.9 By inclusion of this Section 11.4.9 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

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

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

PAGE 55

§ 12.1.1 If a portion of the Work is covered prior to inspection, contrary to the Architect's request or to requirements specifically expressed in the Contract ~~Documents,~~ Documents or if any known deficiencies exist, it must, if requested ~~in writing~~ by the
Architect, be uncovered by the Contractor for the Architect's examination and be replaced at the Contractor's sole expense without change in the Contract Time. If the uncovered work is determined by the Architect upon inspection to be deficient or not in accordance with the Contract Documents, the uncovered Work which is deficient or not in accordance with the Contract Documents shall be corrected and covered at the Contractor's sole expense without

...

Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense. If the a request inspection of the Work prior to covering or including a requirement for inspection in the Contract Documents is within the Architect's standard of care and the Architect has failed to timely make such request or include the requirement in the Contract Documents, the Architect shall reimburse the Owner for the actual costs of uncovering

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

and recovering such Work and additional costs of correction, if any, caused by covering the Work prior to inspection.
PAGE 56

replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the~~Contractor's expense.~~
Contractor's expense and will be subject to offset by the Owner at Final Payment..

...

§ 12.2.2.1 In addition to the Contractor's obligations under ~~Section 3.5,~~ Section 3.5, if, within one year after the date of Substantial
Completion of the Work or designated portion thereof or after the date for commencement of warranties established~~under Section 9.9.1,~~
under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Owner shall give such notice of the condition to the Contractor with reasonable promptness after discovery of the condition. The Contractor

...

Contractor a written acceptance of such ~~condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for~~ condition in its non-conforming state. During the one-year period for correction, the Owner waives the rights to require correction by the Contractor ~~and to make a claim for breach of warranty. If the Contractor fails~~ based on a breach of the warranty
contained in this Section 12.2.2.1 providing for correction of Work during the one-year period. If the Contractor fails to correct nonconforming Work within a reasonable time during ~~that~~ the period after receipt of notice from the Owner or
Architect, the Owner may correct it in accordance with ~~Section 2.5.~~Section 2.5.

...

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

...

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fails to conform with the requirements of this Agreement that appear during the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work or by the negligent act of the Contractor or its employees, agents or subcontractors. The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost to the Owner of the correction.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 12.2.9 Contractor's express warranties set out in this Article 12 shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

PAGE 57

The Contract shall be governed by the **~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

...

representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~ Neither party to the
Contract shall assign the Contract ~~as a whole~~ in whole or in part without written consent of the other. If either party attempts to

...

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing

...

Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

...

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of~~public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals.~~
public authorities having jurisdiction. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and

PAGE 58

additional testing, inspection, or approval not included under ~~Section 13.4.1,~~ Section 13.4.1, the Architect will, upon written

...

except as provided in ~~Section 13.4.3,~~ Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall
cooperate for the timely scheduling of such tests and inspections.

...

such failure, including but not limited to those of repeated procedures and compensation for the Architect's services

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~**Payments**~~ Undisputed payments due and unpaid under the Contract Documents shall bear interest ~~**from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.**~~in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity In Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 Contractors Records

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office or the principal offices of the Contractor, at the sole option of the Owner.

§ 13.7.3 For all Change Orders, Allowances and expenditures from Contingency Funds, Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 No Third-Party Beneficiaries

There are no third-party beneficiaries to this agreement.

§ 13.9 Proprietary Interests And Confidential Information

§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; detailed layouts of the Owner's Facilities; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.9.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

§ 13.10 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

PAGE 59

§ 14.1.1 ~~The Contractor may terminate the Contract if~~ If the Work is stopped for a period of ~~30~~ thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of~~the Work, for any of the following reasons:~~ the Work under direct or indirect contract with the Contractor for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

...

.3 Because ~~the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because~~ the Owner has not made payment ~~on a Certificate for~~ of undisputed sums due on an approved Certificate for

.4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 ~~The Contractor may terminate the Contract if,~~ If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees,

PAGE 60

entire Work by the Owner as described in ~~Section 14.3,~~ Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is ~~less.~~less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in ~~Section 14.1.1~~ Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment ~~for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ in an amount which would have been recoverable had the termination been for the Owner's convenience..

...

with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~ ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in~~Section 14.1.3.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Section 14.1.3.

...

.4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;

.5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in or permits serious or repeated worker misconduct in violation of Article 3.3;

.7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.8 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action, the Owner~~ subject to any prior rights of the surety, the Owner

...

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. ~~Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

In any such event title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the contractor for use in the work , shall vest in the Owner at the Owner's option, and the Owner may enter the Contractors premises and remove the same therefrom. No election herunder shall be construed as a waiver of any rights or remedies of the Onwe with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in ~~Section 14.2.1,~~ Section 14.2.1, the Contractor shall
not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 14.2.4 If the ~~unpaid balance of the Contract Sum exceeds~~ costs of finishing the Work, including compensation for the ~~Architect's~~ Architects' services and expenses made
necessary thereby, and other damages incurred by the Owner and not expressly waived, ~~such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor~~ exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to~~the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this~~
the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the~~Contract.~~
Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

PAGE 61

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. ~~Adjustment of the Contract Sum shall include profit.~~ No adjustment shall be made to the extent

...

Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; ~~costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~for profit only on that portion of the Work executed, and reasonable costs of demobilization.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in this Section 14.4.3.

PAGE 62

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~

...

§ 15.1.3.1 Claims by ~~either~~ the ~~Owner or~~ Contractor, ~~where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2,~~ shall be initiated by notice to the ~~other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this~~ Owner and to the Architect, Claims under this Section 15.1.3.1 shall be initiated within 21 calendar days after the occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first ~~recognizes~~ knew or should have known of the condition giving rise to the Claim,~~whichever is later.~~
whichever is earlier. If the full impact cannot be assessed as of the date of the Notice, then Notice shall be provided and amended by a second notice at the earliest date that is reasonably possible, but in no event later than the date of Contractor's Application for Payment covering the period in which the impact can be assessed and quantified.

...

after expiration of the period for correction of the Work set forth in ~~Section 12.2.2,~~ Section 12.2.2, shall be initiated by notice to the
other party. In such event, no decision by the Initial Decision Maker is required. If Texas Government Code, Chapter 2272 is applicable to the Claim, the Owner shall comply with the requirements set out therein as a condition precedent to any initiation of any litigation. .

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for work performed in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. ~~The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

...

If the Contractor wishes to make a Claim for an increase in the Contract **~~Sum,~~** Sum (provided such a claim is specifically
permitted by the Contract Documents), notice as provided in Section 15.1.3 shall be given to the Owner and Architect. Claims relating to an emergency endangering life or property arising under **~~Section 10.4.~~**Section 10.4. The Architect will promptly
investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

...

~~**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions occurred at the locality of the Work which were abnormal for the period of time, were in excess of that normally experienced at the job site, could not have been reasonably anticipated, and prevented the execution of Work on scheduled Working Days. The term "Adverse Weather Conditions" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the Local Climatological Data maintained by NOAA's National Centers for Environmental Information [formerly the National Climatic Data Center (NCDC)] from the station closest to the location of the Work. No day will be counted as a rain-day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of the Contract Time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, but shall be applied only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. As provided herein, Contractor shall only be entitled an extension of the Contract Time per the terms of the Contract Documents and no damages shall be paid for delays.

PAGE 63

.1 ~~damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~No indirect or consequential damages will be allowed.

.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or ~~**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~any other analysis that is used to show damages indirectly.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

.4 No damages will be allowed for home office overhead or other home office changes or any Eichleay formula calculation.

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7~~ Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract ~~Documents.~~Documents, nor will this Section 15.1.7 be deemed to apply to delay damages, which are prohibited entirely.

...

§ 15.2.1 ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~ Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent~~to mediation of any Claim. If an initial decision has not been rendered within 30 days~~ to mediation of any Claim, after the Claim has been referred to the ~~Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten (10) days of ~~the~~ receipt of ~~a~~ the Claim take one or more of the following actions: (1) request additional supporting data from the ~~claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 ~~In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

...

will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. ~~Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~.

§ 15.2.5 ~~The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~**Waiver Of Lien**
It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

...

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~In the event that the Owner or the Contractor shall contend that the other has committed a material breach of
this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims 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 Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty
(30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. .

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of
the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
PAGE 64

§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

§ 15.3.6 Any claim not resolved in mediation pursuant to Section 15.3 shall be subject to litigation as the sole method of dispute resolution.

§ 15.3.7 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

This Section 15.4 and all subparts are intentionally deleted. No dispute arising under the Contract Documents, these General Conditions or the underlying Contract shall be subject under any circumstances to Arbitration as the method of binding dispute resolution and Owner rejects any selection otherwise made by the parties.

§ 15.5 Immunity

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

Executed on this the _____ day of ____, 20___

MCALLEN INDEPENDENT SCHOOL DISTRICT		
OWNER (*Signature*)		CONTRACTOR (*Signature*)
, President		
(Printed Name and Title)		*(Printed Name and Title)*

APPROVED AS TO FORM
Johnathan Ball, McAllen ISD Staff Attorney

By: _____

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** 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 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.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~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).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

DRAFT

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Competitive Sealed Proposal No. 2026-1019 Silent Panic Alert System (Re-Bid)

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited proposals for a Silent Panic Alert System for District campuses.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Three hundred fifty-seven (357) contractors were invited to submit proposals and nine (9) contractors responded, including one (1) non-responsive, and four (4) no bid. On October 31, 2025, the evaluation committee, comprised of, Judith Escamilla, Executive Director for Technology; Domingo Ramos, Director of Technology; Roel Moroles, Assistant Director for Facilities, Maintenance, and Operations; Melissa Ortiz, Coordinator for Facilities, Maintenance, and Operations; Laura Williams, Purchasing Director; Elizabeth Cabrera, Purchasing Coordinator; and Graciela Garza, Senior Buyer, evaluated the proposals.

LEGAL REVIEW:
A draft copy of the AIA contract is attached.

BUDGETARY CONSIDERATIONS:
Funds for this project are available partiality from the Safe Cycle 1 and General funds.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees:
a.) approve the ranking for selection of General Contractor for Competitive Sealed Proposal No. 2026-1019 Silent Panic Alert System (Re-Bid); and
b.) approve that Administration begin with negotiations with the highest-ranked Contractor. If the District is unable to negotiate a satisfactory contract with the selected Contractor, the District shall, formally and in writing, end negotiations with that Contractor; and proceed to the next Contractor in the order of the selection ranking until a contract is reached or all proposals are rejected; and
c.) authorize the Superintendent to execute a contract in accordance with the procedures set out in Texas Government Code, Section 2269.254, once Contractor negotiations have been successfully achieved.

Attachment: ☑

SUBMITTED BY: Judith Escamilla

SUPERVISOR: Lorena Garcia (Nov 4, 2025 08:26:14 CST)

For further information contact:
Name: Ms. Judith Escamilla, Executive Director for Technology
Office: 956-661-4444
Email: judith.escamilla@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 4, 2025 08:40:42 CST)

Superintendent of Schools

CSP 2026-1019 Silent Panic Alert System Re-Bid
Evaluation Matrix

Vendor Names		Netsync Network Solutions McAllen, TX	Telepro Communications (JSJ Rodriguez Inc) Mission, TX	Artcom Communications South LLC McAllen, TX	Insight Public Sector Inc. Chandler, AZ
Rank		1	2	3	4
Maximum points	100.00	96.50	78.94	77.02	74.77
Project Cost		$ 2,659,314.12	$ 2,994,878.00	$ 3,024,093.51	$ 3,068,788.90
Contingency		$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
Price	60	60.00	53.44	52.94	52.19
Base Bid (Includes Contingency)		$ 2,734,314.12	$ 3,069,878.00	$ 3,099,093.51	$ 3,143,788.90
Offeror's experience and reputation	19	18.5	9	14	7
Three (3) K-12 reference forms	1.5	1.5	0	0	0.5
Rating of 2 or better; plus similar scope and size (0.5 pts for scope; 0.5 pts for size per reference) (BA 57-74)			*none submitted*	*none submitted*	*1 of 3*
Three (3) Supplier and/or subcontractor Reference Letters (BA168)	1.5	1	0	1	1.5
		2 of 3	*none submitted*	*2 of 3*	
Claims, judgments, arbitration proceedings or suits (BA75)	1	1	1	1	1
Three (3) K-12 projects (BA 77-94) (Prime Contractor)	12	12	8	12	4
Similar scope and size (2 pts for scope; 2 pts for size per reference)			*2 of 3*		*1 of 3*
Three (3) Non K-12 projects (BA 96-113) (Prime Contractor)	3	3	0	0	0
Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)			*0 of 3*	*0 of 3*	*0 of 3*
Quality of the offeror's goods or services	4	4	2	2	2
MISD Projects (Historical Report)	2	2	2	2	2
Repeat business (BA114)	2	2	0	0	0
Offeror's safety record	7	5	7	6.33	4.33
Frequency of safety inspections (BA115)	2	2	2	2	0
					not specified frequency
"OSHA Form 300 Log (BA169)	1	1	1	0.33	0.33
				1 if 3	*1 of 3*
Safety program manual and/or procedures. (BA170)	2	2	2	2	2
Drug/alcohol prevention policy and/or procedures. (BA171)	2	0	2	2	2
		No procedure/policy			
Offeror's Proposed Personnel	6	6	6	0	6
Staff experience (firm) (BA120-139)	3	3	3	0	3
				none provided	
Staff experience (industry) (BA120-139)	3	3	3	0	3
				none provided	
Whether the offeror's financial capability is appropriate to the size and scope of the project	2	1	1	1	2
Surety Letter (BA172)	1	1	1	1	1
Financial Statement (BA173)	1	0	1	0	1
Any other relevant factors specifically listed in the CSP	2	2	0.5	0.75	1.25
On-time project completion (BA 61; 62; 67; 68; 73,74; 81; 82; 87; 88; 93; 94; 100; 101; 106; 107; 112; 113)	1	1	0.5	0.75	1
			4 of 9	*6 of 9*	
Projects currently in progress. (BA141-164)	1	1	0	0	0.25
			No projects listed	*No projects listed*	*1 currect project listed*

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh Day of March in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501
956-618-6000

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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 A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Johnathan Ball, McAllen ISD Staff Attorney for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred (100) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be(AMOUNT) ($), this amount includes the contingency allowance listed on Section 4.3, and is subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: ( ) ($).

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

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any local government party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each government party hereto pursuant to the provisions of Texas Local Government Code §271.903.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect not later than the last day of each month, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. The Architect will have seven business days to approve the Contractor's Application and submit its Certificate for Payment to the Owner. The Architect may require from the Contractor any additional information required by the Contract Documents and deemed necessary to substantiate the Application for Payment. The Owner shall pay to the Contractor, the certified undisputed amounts in the Payment Application to the Contractor not later than 30 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets twice a month or more, and 45 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets only once per month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work; as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- **.2** If approved in advance by the Owner, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that. the Architect determines, in the

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.2 Final Payment

§ 5.2.1 Final payment, shall not be made by the Owner to the Contractor until:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 all conditions precedent to final payment have been fulfilled including those listed in Section 9.10.2 of the AIA Document A201–2017;

.3 Contractor has submitted a signed document indicating consent of its Surety to Final

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

Payment;

.4 Contractor has provided the following documents:.

.1 Written certifications that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state, or local standards, laws, codes, rules, and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout; .2 Final list of Subcontractors (AIA Document G705); .3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, if required; .4 Contractor's warranties; .5 Maintenance and Instruction Manuals; .6 Owner's Final Completion Certificate;

.5 a final Certificate for Payment has been issued by the Architect; and

.6 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or electronically transmits payment, including accrued interest to that date.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017,

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.
This Agreement is governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Hidalgo County, Texas.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

§ 6.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, General Conditions of the Contract for Construction, and elsewhere in the Contract Documents. The Contractor's insurance certificates are attached hereto as Exhibit D.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 General Conditions of the Contract of Construction, and elsewhere in the Contract Documents. The original bonds required herein are attached to this Agreement as Exhibit C, upon execution of the Agreement. Each subcontractor on the public project shall provide a certificate of insurance coverage, or other such documentation establishing proof of insurance by the subcontractor, relating to the subcontractor's employees, to the general contractor. The general contractor shall then provide the subcontractor's certificate of insurance coverage to the governmental entity.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or in any other format agreed to by the Owner, Contractor and Architect in writing.

§ 8.7 Other provisions:

§ 8.7.1 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

$100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 8.7.2 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

§ 8.7.3 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 8.7.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars ($1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

§ 8.7.5 Contractor shall take all actions and shall comply with all federal, state, and local legal requirements.

§ 8.7.6 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This provision does not apply to sole proprietorships.

§ 8.7.7 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the Owner that the Contractor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade association during the term of this agreement. This provision does not apply to sole proprietorships.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

3 AIA Document A201 – 2017, General Conditions of the Contract for Construction

.4 Drawings

The Drawings are those which are listed in the Index of Drawings attached hereto as **Exhibit A**, Which are incorporated herein by reference

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

.5 Specifications

The Specifications are those which are listed in the Table of Contents attached hereto as **Exhibit B**, which are incorporated herein by reference.

.6 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:35:36 CDT on 03/26/2025 under Subscription No.20240070241 which expires on 11/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67e46756f03873d2a431306b)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

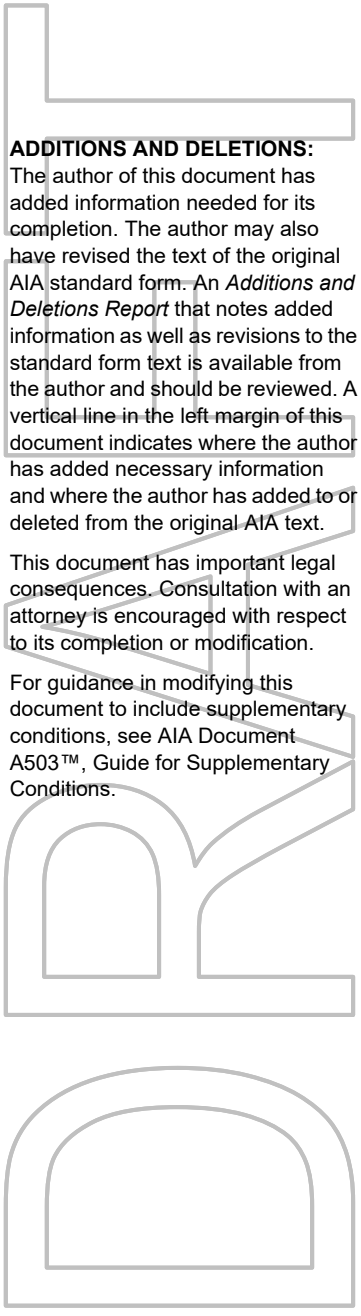
* In this Agreement, any reference to "Architect" herein shall mean "Engineer."

THE CONTRACTOR

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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



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 A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Johnathan Ball, McAllen ISD Staff Attorney for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

DRAFT

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

(Paragraphs deleted)

ARTICLE 1 GENERAL PROVISIONS

(Paragraphs deleted)

§ 1.1 Basic Definitions

(Paragraphs deleted)

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Project Manual and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contractor, to the extent they do not conflict with the terms of this Agreement, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

(Paragraphs deleted)

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

(Paragraphs deleted)

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

DRAFT

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.
§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 Miscellaneous Other Words
§ 1.1.10.1 Business Day
The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 Calendar Day
A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 Holidays
Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 Work Day
Work days include all calendar days except Holidays, Saturdays and Sundays.

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

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

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

§ 1.2.4 Precedence Of The Contract Documents
The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.

.4 Agreement – AIA Document A101-2017 or A133-2019, as modified by the Owner for the Project.
.5 Specifications and Drawings.
.6 Bid/Proposal Documents including the Project Manual, Contractor's Bid or Proposal Documents (to the extent such Bid or Proposal submitted by the Contractor is part of the Contract Documents and is not inconsistent with other portions of the Contract Documents)

§ 1.2.5 Relation Of Specifications And Drawings
Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.1 Drawings and Specifications are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.5.3 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.5.4 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice
§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

whom the notice is addressed and shall be deemed to have been duly served if delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission (e-mail or facsimile) or other commercially reasonable means and will under any of these circumstances, be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this Section 1.6.

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or such other form agreed to by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

(Paragraph deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the Board of Trustees of the McAllen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative

§ 2.1.2 The Owner may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work..

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, but shall have no duty to do so. Notwithstanding the foregoing, if the Owner provides such survey, the Contractor shall remain responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the Project site. In the event that the Contractor damages any utilities during construction, the contractor shall immediately repair the same at its sole cost and expense.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request

§ 2.3.6 The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel or consultant may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.3.8 The Owner (either directly or by contract with the Architect) may furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.3.9 The Owner, (directly or by contract with the Architect), when such services are required, in the professional opinion of the Architect, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.3.10 The Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner as required by the Texas Government Code, Section 2269.058.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor is in default in any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents, or fails to correct nonconforming or defective Work as required by Section 12.2, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or such non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or such non-conforming or defective Work at the sole cost of the Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify the Contractor's Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or such non-conforming or defective Work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure to correct such non-conforming or defective Work. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 Nothing contained in this Section 2.5 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner, in writing providing substantiation for its position.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was 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.

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, et seq., and shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.6 The Contractor shall review Subcontractor(s) safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site until Substantial Completion of the Work. In the event that the Work will be conducted at an Owner site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections.

§ 3.3.10 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for or qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. In accordance with Texas Government Code §2269.054, these Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. In accordance with Texas Government Code §2269.0541, these Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project.

(Paragraph deleted)

§ 3.4.2 Prevailing Wages

§ 3.4.2.1 The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.2.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications and attached to the AIA Document A101-2017, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.2.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.2.1 or 3.4.2.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 Substitutions

§ 3.4.3.1 If the Contract Documents (including the Instructions to Proposers and /or Offerors) specifically permit the submission by Contractor of requests for substitutions, Contractor may, within thirty (30) days after the Contract has been executed, make written request for the substitution of products in place of those specified in the Contract Documents to the Owner and the Architect. Any request for substitution shall be submitted to the Architect in writing, with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence as required by this Section 3.4.3.1 and Section 3.4.3.2 and will be rejected if not so submitted.

§ 3.4.3.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and any modifications to the construction schedule; and (v) an affidavit stating that (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; (c) the cost breakdown presented with Contractor's request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;(d) that the Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (e) the Contractor will reimburse the Owner and for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.3 By making requests for substitutions pursuant to Section 3.4.3 (and all subsections), the Contractor represents and certifies that: (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified; (2) Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified; (3) the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; (4) Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (5) will reimburse Owner and Architect for review or

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

3.4.3.4 Owner and the Architect may accept or reject any such request for substitution in their sole discretion, based on cost, time, or other considerations. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

§ 3.4.3.5 Regardless of acceptance or rejection of substitution, the Contractor shall be responsible for amounts paid by the Owner to the Architect, to evaluate the Contractor's proposed substitutions and any amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. The Owner shall be entitled to deduct such amounts from the Contract Sum.

§ 3.4.4 Responsibility for Subcontractors

§ 3.4.4.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES; NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES; CONTRACTOR'S FORCES NON-COMPLIANCE WITH CRIMINAL LAW; OR CONTRACTOR'S OR CONTRACTOR'S FORCES NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4.2 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Work may be performed in connection with an operational educational facility or the Project site may be adjacent to a public-school campus. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb or disrupt Owner's normal operations or facilities. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working at or near an operational campus and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum.

§ 3.4.5 Criminal History Records Checks

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections), the following definitions shall be applicable:
.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

§ 3.4.5.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in Section §3.4.5.1 and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.4.5.3 For purposes of this Section 3.4.5 a person does not have the opportunity for direct contact with students if:
.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);
.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
.3 for a public work that involves an existing Instructional Facility:
(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 3.4.5.4 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

§ 3.4.5.5 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in Section 3.4.5 of this Agreement (including all subparts), as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure the information from the District and reimbursed the Contractor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article 14, Termination.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with all applicable codes, generally accepted standards of construction practice for construction of projects similar to the Project. All materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranties provided in this Section 3.5.1 are in addition to, and not in limitation of, any other warranties, remedies and/or guaranties set out in the Contract Documents or under applicable law.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under granted in the Contract Documents will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.6, as a condition precedent to Final Payment.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The warranties provided in this Section 3.5 or otherwise provided in the Contract Documents or by law, shall in no way limit or abridge the warranties provided by the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a Warranty Commencement Date noted as required, and in the form required by Subparagraph 3.5.6 shall be submitted to the Architect for delivery to the Owner, as a condition precedent to Final Payment.

§ 3.5.6 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Warranty Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; (7) include the Schedule of Warranty Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (9) deliver warranties in the form described in this Subparagraph 3.5.6, to the Architect for review same prior to submission to the Owner.

§ 3.6 Taxes

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

The Contractor shall not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall be responsible for payment of TDLR Texas Accessibility submissions and inspection costs.

§ 3.7.2 In performing its obligations hereunder, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and upon request by the Owner or Architect shall furnish evidence, satisfactory to the Owner, of such compliance.

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL THIRD-PARTY CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF, OR BASED UPON CONTRACTOR'S VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES.

§ 3.7.4 Concealed or Unknown Conditions

Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum contained herein (as proposed by Contractor), or GMP as applicable, shall be deemed to include all costs of and sufficient time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if the Contractor encounters conditions at the site that are subsurface or otherwise concealed physical conditions which were not known to the Contractor, and that differ materially from those indicated in the Contract Documents the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions and report its findings to the Owner and Architect.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. In accordance with the terms of this Agreement, there will be no adjustment to the Contract Sum for delay arising out

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

or related to the circumstances described in this Section 3.7.5.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under Allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three (3) written proposals and shall provide the Work on the basis of the best value for the Owner, as directed by the Architect following Owner's written approval of the cost proposal.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish a list to the Architect a list of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner. The Owner shall have the right, at any time, to require a change in any engineer, consultant, job-site superintendent, subcontractor or supplier if their performance is deemed unsatisfactory in its sole discretion.

§ 3.9.3 The Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.9.4 Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before the time of that the Superintendent is required to be present at the site, that the Superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, then Owner shall be notified as soon as the Contractor obtains the information, but in no event later than the beginning of the day that the Superintendent will be absent from the site. In such event of such absence, the Contractor will designate a person as acting superintendent and Contractor promptly notify the Owner of the identity and contact information for the designated acting superintendent.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work, utilizing critical path method scheduling techniques. The Schedule shall not exceed the time limits set forth in the Contract Documents. The Schedule shall thereafter be updated on a monthly basis and submitted with each Application For Payment. The receipt of an updated schedule with each Application For Payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.1.1 Each Schedule shall: (1) break the work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect and shall assign each scheduled activity a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project; (2) include activates representing manufacturing, fabrication, or ordering lead time for materials, equipment or other items for which the Architect is required to review submittals, shop drawings, product data, or samples; (3) with the exception of the initial schedule, shall indicate the activities, or portions thereof, which have been completed; (4) shall reflect the actual time for completion of such activities, and shall reflect any changes to the sequence or planned duration of all activities.

§ 3.10.1.2 If any updated Schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated Schedule, a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect and documentation of the date such information was requested.

§ 3.10.1.3 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

§ 3.10.1.4 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.1.5 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.10.1.6 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

construction schedule shall be updated to reflect actual conditions.

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

(Paragraph deleted)
§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and shall attend progress meetings at the Project Site, in such frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule.

§ 3.10.4 The Contractor shall submit to the Architect with each monthly application for payment a copy of the Progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

§ 3.10.5 Correction of Delay.
§ 3.10.5.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any Milestone Date unless any such adjustment is submitted by the Contractor as a Claim in compliance with Article 15 or the adjustment is otherwise agreed to in a written confirmation from the Owner and documented by written Change Order.

§ 3.10.5.2 If at any time the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5.3 In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.11 Documents and Samples at the Site

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

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

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

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

§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and District's Buildings.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning and replace any damaged or broken glass.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. Such reimbursement amounts may be deducted from Contractor's Final Payment Application.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives, with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work. Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

§ 3.17 Royalties, Patents and Copyrights

THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSE FEES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES DEFEND AGAINST ANY AND ALL SUITS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS ALLEGED TO HAVE RESULTED FROM CONTRACTOR'S INFRINGEMENT, AND SHALL INDEMNIFY AND HOLD THE OWNER THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LOSS ON ACCOUNT THEREOF, INCLUDING ATTORNEY'S FEES (AS PERMITTED BY STATUTE), BUT SHALL NOT BE RESPONSIBLE FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PROVIDED BY THE OWNER OR PREPARED BY THE ARCHITECT. HOWEVER, IF AN INFRINGEMENT OF A COPYRIGHT OR PATENT ATTRIBUTABLE TO THE OWNER OR ARCHITECT, IS DISCOVERED BY, OR MADE KNOWN TO, THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOSS **UNLESS THE INFORMATION IS PROMPTLY FURNISHED TO THE OWNER AND THE ARCHITECT.§ 3.18 Indemnification**

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 3.18 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.
§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE

§ 3.18.5 The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner under said statutes are secondary to that of the Contractor.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.18.8 The provisions in this Section 3.18 in its entirety shall survive the completion, termination or expiration of this contract and are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

§ 3.19 Representations And Warranties
§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and
.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 Business Standards
§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation
To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date of the Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. and delivered on time. In addition, the Architect or its structural consultant will (1) provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable; and (2) provide on-site observations prior to covering up or closing

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. An oral notification of defects and deficiencies observed in the Work shall be followed by a notice in writing to the Owner and Contractor specifying the defect(s), non-conforming Work, deviations from the Contract Documents and corrective actions taken or recommended. The Architect shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs and will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, nor shall the Architect have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. This does not, however, relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed by the Contractor at no additional cost to Owner. In addition, the Contractor shall reimburse the Owner for compensation paid to the Architect (whether performed by the Architect or its Consultants) or the Owner's Consultants, for additional site visits made necessary by the fault, neglect, the request of the Contractor or made necessary by the Contractor's construction defect or nonconforming Work. Any amount subject to reimbursement under this Section may be required by Owner to be deducted from the next Payment Application submitted by the Contractor and any subsequent Payment Application until paid, and if any amount remains unpaid, the balance shall be paid by the Contractor as a condition to Final Payment.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters relating to the Contract and the Project. However, the Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communication by and with the Architect's consultants shall be through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

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

§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner 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 or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work may be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall prevent action to require conformance, if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents. Architect and/or Contractor shall promptly notify, the other party orally and in writing, and Owner of any perceived fault or defect in the design or nonconformance of the Work with the Construction Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors, and allow sufficient time in the Architect's professional judgment to permit adequate review.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and Omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will prepare, and make written recommendations to Owner regarding all Change Orders (including changes in the Work to be paid from contingency funds) and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with Section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. The Architect is specifically not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. Upon completion of such inspection and agreement by Owner and Architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. for approval by the Owner.

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

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

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected without providing reasonable written notice to the Owner or Architect If neither the Owner nor Architect submits a reasonable objection to such proposed substitution within ten (10) days following their receipt of written notice the Contractor may proceed with the substitution. If either Owner or Architect submit an objection, the Subcontractor shall proceed in accordance with Section 5.2.3 above.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sum shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each Subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

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

- **.1** assignment is effective only after termination of the Contract by the Owner or abandonment of the Project by the Contractor and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing;
- **.2** assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and.
- .3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 Notice Of Subcontractor Default

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

.

(Paragraph deleted)

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

§ 6.2.3 All costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor, the Architect or any Consultant because of the Contractor's delays, improperly timed activities or defective construction.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Changes may be funded out of a contingency fund, if any, or other allowance established herein, or may require a change in the Contract Sum. The authority to approve a change to the Work, the Contract Sum, approve payment from a Contingency or Allowance, or a change in the Project Time, rests solely with the Owner. A Change Order funded from the Contingency or other Allowance shall be referred to herein for clarity as a "Contingency Authorization Order".

§ 7.1.2 A Contingency Authorization Order or Change Order shall be based upon agreement among the Owner, Contractor, and Architect executed prior to commencement of any Work covered by the Order.. A Construction Change Directive (whether funded from contingency, if any, or by an increase in the Contract Sum) requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor prior to the commencement of the Work. An order for a minor change in the Work may be issued by the Architect alone, except as otherwise provided herein.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Change Order Mark-Up. On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead, profit permitted to be charged to the Owner shall be based on the following schedule:

.1 for work performed by the Contractor's own forces, Contractor's mark-up for overhead and profit shall not exceed 10% of the cost of the change in the Work (0% for change orders to be paid out of any contingency allowance).

.2 for the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed 4% of the amount due to the Subcontractors (0% for change orders to be paid out of any contingency allowance).

.3 for each Subcontractor or Sub-subcontractor involved, in Work performed by that Subcontractor's or Sub-subcontractor's own forces, the total mark-up for overhead and profit ten percent (10%) of the cost of the change in the Work.

.**4** In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by Contingency or other Allowances provided for in the Contract Documents.

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

Methods used to determine adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, Including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in. the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted as provided in Section 7.3.3.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon; (additional mark-ups for overhead and profit will not be allowed);.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; subject to the limitations of subparagraph 7.1.4; or

.3 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

be limited to the following:

.1 Actual documented Costs of labor, including applicable payroll taxes, and other employee costs approved by the Owner prior to the approval of the Change Order or Contingency Authorization Order (a labor burden factor will not be accepted as documentation);
.2 Actual documented Costs of materials, supplies, and equipment, including cost of transportation, whether such materials, supplies, and equipment are incorporated or consumed;
.3 Actual documented Rental costs of machinery and equipment,if rented from unaffiliated third-parties, exclusive of hand tools;;
.4 Actual documented Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change, if any; and
.5 Actual documented Costs of supervision and field office personnel directly attributable to the change and only if the adjustment causes an extension of the Contract Time.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Work is performed without an agreement as to the final price, the Contractor shall, at a minimum, retain and provide to the Owner, the following documentation to adequately document its actual costs of performing the scope of work set out in a Construction Change Directive. Adequate Documentation shall include at a minimum, but not limited to, payroll records for employees of Contractor providing the Work included in the Change Directive, as well as written documentation of time spent solely on the scope of the Change Directive Work, prepared concurrent with the performance of the Work, including (for example) sign-in and sign-out sheets or time cards, executed by the employee(s) documenting attendance and receipts for all materials delivered to the Project site for incorporation in the Work of the Change Directive and paid for by the Contractor. If any of the Work of the Change Directive is performed by subcontractors, the Contractor shall provide a copy of the subcontract, an itemized invoice or payment application which includes, in either case, a detailed itemization of costs showing quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit (in accordance with Section 7.1.4) labor and materials provided by the subcontractor, with receipted invoices for all materials incorporated in the Work and evidence of payment by the subcontractor attached. If the Contractor disagrees with the adjustment in the Contract Time, the Contract Sum , allowed in any Change Directive, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement (by executing and returning the Change Directive) or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time not later than ten (10) calendar days following the Contractor's receipt of the Construction Change Directive. A copy of a notice of disagreement shall also be provided to the Owner concurrent with the notice to the Architect. A Notice of Disagreement must contain the number of the Change Directive, the date the Change Directive was issued and the words "Notice of Disagreement With Change Directive" in the Subject line. It is imperative that Owner receive timely specific notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the permitted overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, both changes shall be shown on the same Change Order and the permitted allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Returned materials shall be credited at actual cost and no penalty or restocking fee shall be permitted to be charged to the Owner.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will require as a condition precedent to certification of payment for Work completed under the Construction Change Directive that the Contractor provide the documentation required by Section 7.3.4, and based on such

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

documentation, shall make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect is specifically authorized by this Section 7.3.9 to require submission of such documentation and any other documentation required to evaluate the requested payment, and shall withhold payment certification until such documentation is received and an interim determination is made in accordance with this Section. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15..

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 Commencement. The date of commencement of the Work shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

(Paragraph deleted)

§ 8.1.3 Substantial and Final Completion

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

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor The date of commencement of the Work shall not be changed by the effective date of such insurance..

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 8.2.4 Liquidated Damages

§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.4.4 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by war, civil commotion, pandemic, epidemic, federal, state or local declared disaster or public emergency, act of God, governmental restrictions, regulations, orders, or interference, fire or other unavoidable casualty, material changes ordered in the Work; adverse weather conditions documented in accordance with Section 15.1.6 by delay authorized in writing by the Owner prior to the happening of the delay event; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine based upon documentation by the Contractor.

§ 8.3.1.1 The adjustment of the Contract Time for delay, disruption, and interference described in this Section 8.3.1 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's timely delivery of the notice and claim as set out in this Section 8.3.1. An adjustment to the Contract Time shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Section 8.3.1, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for Owner-caused delays.

§ 8.3.1.2 Notice and Claim for Extension. In the event of a delay in the commencement or progress of the Work as a result of any of the circumstances in this Section 8.3.1, the Contractor may receive an extension of time for completion of the Work equal to the delay, if the Contractor delivers a written notice and claim to the Owner and Architect delivered in any manner provided in Section 1.6.1 of this Agreement. The Notice shall identify and provide a reasonably detailed description of the circumstances causing the delay, disruption, or interference to the Contractor's performance or progress of the Work on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for an extension of time shall be stated in whole or half calendar days, as applicable. The actual date on which the delay(s) began and/or the date the delay ended, if applicable, must be stated in the Claim Notices as applicable.

§ 8.3.2 In the case of claims for extension of time because of unusually inclement weather, such extension of time may be granted only if the Contractor files a claim in accordance with the requirements set out in Section 15.1.6.

§ 8.3.3 Contractor shall not be entitled to an adjustment in the Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

§ 8.3.4 Any adjustment of the Contract Time authorized under Section 8.3 shall be conditioned on such adjustment

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's submission of a timely and properly documented Notice and Claim for additional time in accordance with Section 8.3.

§ 8.3.5 Adjustments to the Contract Time addressed in this Section 8.3 shall apply only to requests for extensions of time based upon delay, disruption, or interference to the Contractor's performance or progress of the Work and shall have no applicability to requests for adjustment of the Contract Time due to other changes in circumstance, including but not limited to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services or materials required, beyond those specified by the Contract Documents. Claims for an adjustment of the Contract Time resulting from these kinds of changes shall be authorized only pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work in accordance with the Contract Documents.

§ 8.4 No Damages or Other Compensation for Delay or Acceleration

This Agreement does not permit recovery by the Contractor of damages or additional compensation for delay, acceleration, disruption, or interference to the Contractor's performance or progress of the Work Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time including but not limited to delay, disruption, or interference caused by the Owner the Architect, of an employee of either, or of a Separate Contractor, any of the circumstances set out in Section 8.3.1 or acceleration of the Work required by the Owner in accordance with the terms of this Agreement. Contractor's sole remedy for delay disruption, or interference in its performance or progress of the Work or any required acceleration of the Work shall be the grant of an extension of time for completion equal to a delay or such reasonable time as the Owner and Architect may determine in their sole discretion.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702-1992 and G703-1992, Application and Certificate for Payment and Continuation Sheet.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage withheld. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless such Work has was self-performed in such case, only portions of Work actually performed shall be included on the Contractor's request for payment.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.1.4 The Owner shall withhold retainage as provided in the Agreement, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein. The retainage shall be paid to the Contractor with the Final Payment, subject to the requirements of the Contract Documents.

§ 9.3.2 Unless otherwise provided in in a separate written agreement executed between the Owner and Contractor Prior to delivery, payments shall not be made on account of materials and equipment delivered and stored at the site or off-site for subsequent incorporation in the Work. The Owner may, in Owner's sole discretion, require Contractor's compliance with such reasonable procedures and requirements as it may establish, as a condition precedent to the grant of Owner's consent and agreement to payment, including but not limited to the following:

.1 provision of any additional insurance required to protect the materials and equipment while stored;
.2 payment of the costs to store the materials and equipment and any additional transportation costs for multiple deliveries;
.3 provision of written consent of Contractor's surety to such storage;
.4 submission of an affidavit identifying materials and equipment stored off-site for later incorporation into the Work, and acknowledging responsibility for such materials and equipment;
.5 provision of documentation that the facility where the materials and/or equipment will be stored is an adequately insured commercial warehouse, where the materials and equipment stored will be sheltered from the weather and outside elements and are stored in accordance with the manufacturer's instructions, including proper temperature and humidity controls and that the materials and equipment have been physically separated and marked for the Project;
.6. its agreement to bear the cost of Owner and/or Architect's visits to the off-site storage facility to confirm compliance with these requirements and review the stored contents, and Contractor shall agree to allow such costs to be offset from Progress Payments;
.7 agreement that payment of any costs related to compliance with the procedures and requirements for storage of materials and equipment on or off-site, shall not be subject to charges for overhead or profit;
.8 submission of bills of sale or other documentation acceptable to the Owner, showing proof of delivery and establishing the Owner's title to the materials or equipment and/or otherwise protecting the Owner's interest, including naming the Owner as additional insured on the required insurance policy (naming the specific materials or equipment stored and their location) and providing proof of delivery for those materials and equipment;
.9 agreeing that, in the event of termination of the Contract or default by the Contractor, the material and equipment stored on or off-site shall be immediately turned over to the Owner by delivery to the location designated by the Owner and that the operator of the storage facility is aware of this agreement and willing to honor it; and
.10 agreeing that all such stored materials and equipment, to the extent they include mechanical components, will be maintained by the Contractor kept in good working condition and ready for immediate installation, to the same extent they would have been, had they been delivered "just in time" for installation, that Contractor will be solely responsible for assuring any manufacturer's warranty will commence on date of completion of installation and/or start-up of the material or equipment and for repairs required prior to installation to assure performance in accordance with the Contract Documents.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY A SUPPLIER, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR ORSUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TOCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Application for Payment, Contractor shall certify that: the information contained in the Application presented is true, correct, accurate and complete; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and, unless an agreement described in Paragraph 9.3.2 has been signed, incorporated into the Work; that the subcontractors whose work is identified in the Applications for Payment have been paid, or Contractor has been invoiced for same and intends to pay such subcontractors; there are no known mechanics' or materialmens' liens outstanding at the date of the Application, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.4.2. If the Application for Payment is complete, then the Architect shall sign and, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 et seq.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion based on the Architect's evaluation of the Work and the data in the Application for Payment, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 9.5 Decisions to Withhold Certification

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

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

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

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. Notwithstanding any provision contained within this Article, if the Contractor has not achieved Substantial Completion by the required date, subject to extensions of time allowed under the Contract Documents, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. then Architect may withhold any further Certificate for Payment to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1, or this Section 9.5.4.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and in accordance with the Texas Government Code section 2251.042 et. seq., Owner shall within twenty-one (21) days notify the Architect and Contractor if Owner disputes the Architect's Certificate for Payment, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 In compliance with Texas Government Code Section 2251.022,the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work,

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

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

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

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

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

§ 9.6.7 The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253. Notwithstanding the foregoing, payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051,if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) days' written notice to the Owner and Architect, that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect to either: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

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

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

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

§ 9.8.3.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, as defined by the Contract Documents, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. If Work is to be completed or corrected after the date of Substantial Completion and prior to final payment, Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect, or the date of Final Payment. ("Warranty Commencement Date").

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to in writing by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties on the partially completed portion of the Work, as required by the Contract Documents Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

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

§ 9.9.3 Unless otherwise agreed upon in writing , partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents , nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner (at Owner's option) will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Work has been completed in accordance with the Contract Documents and that remainder of the Contract Sum, including all retainage, less any amount withheld pursuant to the Contract and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other liabilities connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by t. Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6 except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may have
been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability; (7) In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7 herein;

.2 Final list of subcontractors (AIA Document G705-2001);

.3 Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: https://tea.texas.gov;

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
.5 Maintenance and Instruction Manuals;
.6 Owner's Certificate of Final Completion; and
.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above.

§ 9.10.3 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. Final Payment shall not constitute a waiver of any Claims by the Owner.

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

§ 9.10.6 The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner's rights or the surety's obligations under the bond.

§ 9.11 Audit
Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor shall ensure that the Project site is alcohol-free, drug-free, nicotine/ tobacco-free, e-cigarette free, weapon-free, and sexual-harassment free, and shall require strict compliance on the Project Site with the Owner's Board Policies, including but not limited to GKA(Legal) and GKA(Local). Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

§10.1.2 Dress Code, Fraternization and Sexual Harassment. Contractor shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors, students and Owner's employees while on Owner's property. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 10.1.3 Weapons. Owner has also banned use, possession, or display of any firearm, handgun, location-restricted knife, club, or "prohibited weapon", as defined by the Texas Penal Code and Owner's Board Policy FNCG(Legal), except when the Contractor, its representatives, employees, agents, and subcontractors, or anyone else over which the Contractor has control or authority holds a Texas handgun license, stores the handgun or other firearm in a locked vehicle in the Owners parking lot, garage, or other parking area provided by the Owner AND the firearm is not loaded and not in plain view. A copy of such policy is available through a link on the Owner's website. The Contractor further agrees that Contractor's representatives, employees, agents, and subcontractors will abide by these requirements as well as the Federal Gun-Free School Zones Act.

§ 10.1.4 Tobacco and E-Cigarettes. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not use e-cigarettes or tobacco products while on the Project Site.

§ 10.1.5 Small Unmanned Aircraft (Drones). The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107. as applicable, and any other applicable federal or state laws and regulations.

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility, and taking reasonable precautions to secure any abusable glue, aerosol paint, or any other chemical substance for inhalation being used on the project site;.

2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor's obligations under this Section shall continue to apply during any time period when all or a portion of the Work is suspended for any reason. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

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

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

§ 10.2.4 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

(Paragraph deleted)

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

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

§ 10.2.8 Injury or Damage to Person or Property

10.2.8.1 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Owner shall not be responsible for materials or substances brought to the site

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

by the Contractor.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall, as soon as reasonably possible, obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. Contractor may be entitled to an extension of the Contract Time in accordance with Article 8.3.

§ 10.3.3 To the extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 Except to the extent that the cost and expense are due to the Owner's fault or negligence, if Contractor imports hazardous materials onto the Project site, the Contractor shall indemnify and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, (2) where the Contractor fails to perform its obligations under Section 10.3.1; and (3) any fines or penalties of government agencies directly resulting from the Contractor's importation of the hazardous materials onto the Project site.
.

(Paragraph deleted)

§ 10.4 Emergencies

§ 10.4 .1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 Asbestos Or Asbestos-Containing Materials. Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Payment shall not be made until this written certification has been received.

§ 10.6 Lead-Free Material In Potable Water System
§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 Hazardous Materials Certification
The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below the Agreement or elsewhere in the Contract Documents. No Work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 11 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Texas.

Workmen's Compensation:	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	Bodily Injury by Accident - $500,000 Each Accident. Bodily Injury by Disease - $500,000 Each Employee. Bodily Injury by Disease - $500,000 Policy Limit.
Commercial General Liability: (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	$1,000,000.00 – combined single limit for bodily injury and property damage $2,000,000.00 - aggregate
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate per project (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Umbrella or Excess Liability	$2,000,000.00 - each occurrence $2,000,000 - aggregate
Owner's Protective Liability Insurance: Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees.	Bodily Injury - $1,000,000 Each Occurrence Aggregate - $1,000,000.
All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.	

§ 11.1.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner..

§ 11.1.3 The General Liability and Automobile policies so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage (and associated Umbrella Coverage) required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

.
(Paragraph deleted)
§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor: (a) a certificate of coverage, prior to the other person beginning work on the Project; and (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

§ 11.2 Owner's Insurance

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

(Paragraphs deleted)

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

§ 11.4.4 The Sureties shall promptly file a signed copy of the Contract, Performance Bond, and Payment Bond with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

§ 11.4.5 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.6 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.7 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.8 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.
§ 11.4.9 By inclusion of this Section 11.4.9 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

§11.5 Adjustment and Settlement of Insured Loss

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered prior to inspection, contrary to the Architect's request or to requirements specifically expressed in the Contract Documents or if any known deficiencies exist, it must, if requested by the Architect, be uncovered by the Contractor for the Architect's examination and be replaced at the Contractor's sole expense without change in the Contract Time. If the uncovered work is determined by the Architect upon inspection to be deficient or not in accordance with the Contract Documents, the uncovered Work which is deficient or not in accordance with the Contract Documents shall be corrected and covered at the Contractor's sole expense without change in the Contract Time.

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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

request inspection of the Work prior to covering or including a requirement for inspection in the Contract Documents is within the Architect's standard of care and the Architect has failed to timely make such request or include the requirement in the Contract Documents, the Architect shall reimburse the Owner for the actual costs of uncovering and recovering such Work and additional costs of correction, if any, caused by covering the Work prior to inspection.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fails to conform with the requirements of this Agreement that appear during the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

conform to the requirements of the Contract Documents or defects in the Work or by the negligent act of the Contractor or its employees, agents or subcontractors. The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost to the Owner of the correction.

§ 12.2.9 Contractor's express warranties set out in this Article 12 shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including but not limited to those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Undisputed payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity In Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 Contractors Records

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office or the principal offices of the Contractor, at the sole option

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

of the Owner.

§ 13.7.3 For all Change Orders, Allowances and expenditures from Contingency Funds, Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 No Third-Party Beneficiaries
There are no third-party beneficiaries to this agreement.

§ 13.9 Proprietary Interests And Confidential Information
§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; detailed layouts of the Owner's Facilities; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.9.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

§ 13.10 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Owner has not made payment of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents; or

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 14.1.2 If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience..

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;
- **.5** fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- **.6** engages in or permits serious or repeated worker misconduct in violation of Article 3.3;
- **.7** engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- **.8** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient.

In any such event title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the contractor for use in the work , shall vest in the Owner at the Owner's option, and the Owner may enter the Contractors premises and remove the same therefrom. No election herunder shall be construed as a waiver of any rights or remedies of the Onwe with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; for profit only on that portion of the Work executed, and reasonable costs of demobilization.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in this Section 14.4.3.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

(Paragraph deleted)

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, shall be initiated by notice to the Owner and to the Architect. Claims under this Section 15.1.3.1 shall be initiated within 21 calendar days after the occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first knew or should have known of the condition giving rise to the Claim, whichever is earlier. If the full impact cannot be assessed as of the date of the Notice, then Notice shall be provided and amended by a second notice at the earliest date that is reasonably possible, but in no event later than the date of Contractor's Application for Payment covering the period in which the impact can be assessed and quantified.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required. If Texas Government Code, Chapter 2272 is applicable to the Claim, the Owner shall comply with the requirements set out therein as a condition precedent to any initiation of any litigation. .

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for work performed in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum (provided such a claim is specifically permitted by the Contract Documents), notice as provided in Section 15.1.3 shall be given to the Owner and Architect. before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

(Paragraph deleted)

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions occurred at the locality of the Work which were abnormal for the period of time, were in excess of that normally experienced at the job site, could not have been reasonably anticipated, and prevented the execution of Work on scheduled Working Days. The term "Adverse Weather Conditions" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the Local Climatological Data maintained by NOAA's National Centers for Environmental Information [formerly the National Climatic Data Center (NCDC)] from the station closest to the location of the Work. No day will be counted as a rain-day when substantial Contractor forces are able to perform

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of the Contract Time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, but shall be applied only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. As provided herein, Contractor shall only be entitled an extension of the Contract Time per the terms of the Contract Documents and no damages shall be paid for delays.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** No indirect or consequential damages will be allowed.
- **.2** No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- **.3** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- **.4** No damages will be allowed for home office overhead or other home office changes or any Eichleay formula calculation.

Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor will this Section 15.1.7 be deemed to apply to delay damages, which are prohibited entirely.

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any Claim, after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The Architect will review Claims and within ten (10) days of receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. .

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 Waiver Of Lien

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

§ 15.3 Mediation

§ 15.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach of

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

§ 15.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. .

§ 15.3.3 In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 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.

§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

§ 15.3.6 Any claim not resolved in mediation pursuant to Section 15.3 shall be subject to litigation as the sole method of dispute resolution.

§ 15.3.7 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

§ 15.4 Arbitration

This Section 15.4 and all subparts are intentionally deleted. No dispute arising under the Contract Documents, these General Conditions or the underlying Contract shall be subject under any circumstances to Arbitration as the method of binding dispute resolution and Owner rejects any selection otherwise made by the parties.

§ 15.5 Immunity

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

Executed on this the _____ day of ____, 20 ___

MCALLEN INDEPENDENT SCHOOL DISTRICT		
OWNER (*Signature*)		CONTRACTOR (*Signature*)
, President		
(Printed Name and Title)		*(Printed Name and Title)*

APPROVED AS TO FORM
Johnathan Ball, McAllen ISD Staff Attorney

By:

(Paragraphs deleted)

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Additions and Deletions Report for

AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:39:47 ET on 11/18/2024.

PAGE 1

(Name, legal status and address)

[redacted]

* In this Agreement, any reference to "Architect" herein shall mean "Engineer."

THE CONTRACTOR

[redacted]

PAGE 2

15 CLAIMS AND DISPUTES

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Johnathan Ball, McAllen ISD Staff Attorney for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

PAGE 10

~~**ARTICLE 1 GENERAL PROVISIONS**~~

~~**§ 1.1 Basic Definitions**~~

~~**§ 1.1.1 The Contract Documents**~~

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

~~**§ 1.1.2 The Contract**~~

~~The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

~~**§ 1.1.3 The Work**~~

~~The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.~~

~~**§ 1.1.4 The Project**~~

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

ARTICLE 1 GENERAL PROVISIONS

~~**§ 1.1.5 The Drawings**~~

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

§ 1.1 Basic Definitions

~~**§ 1.1.6 The Specifications**~~

~~The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Project Manual and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contractor, to the extent they do not conflict with the terms of this Agreement, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

~~**§ 1.1.7 Instruments of Service**~~

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

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

~~**§ 1.1.8 Initial Decision Maker**~~

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

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

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.
§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 Miscellaneous Other Words
§ 1.1.10.1 Business Day
The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 Calendar Day
A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 Holidays
Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 Work Day
Work days include all calendar days except Holidays, Saturdays and Sundays.

PAGE 11

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

...

§ 1.2.4 Precedence Of The Contract Documents
The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".
.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.4 Agreement – AIA Document A101-2017 or A133-2019, as modified by the Owner for the Project.
.5 Specifications and Drawings.
.6 Bid/Proposal Documents including the Project Manual, Contractor's Bid or Proposal Documents (to the extent such Bid or Proposal submitted by the Contractor is part of the Contract Documents and is not inconsistent with other portions of the Contract Documents)

§ 1.2.5 Relation Of Specifications And Drawings
Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.1 Drawings and Specifications are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.5.3 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.5.4 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

PAGE 13

whom the notice is addressed and shall be deemed to have been duly served if delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission ~~is set forth in the Agreement.~~(e-mail or facsimile) or other
commercially reasonable means and will under any of these circumstances, be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this Section 1.6.

...

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or such other form agreed to by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.1.1 The Owner is the ~~person or entity identified as such in the Agreement~~ Board of Trustees of the McAllen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner ~~shall designate in writing a representative who shall have express authority to bind the Owner with respect to all~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority.~~ may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized ~~representative.~~representative

§ 2.1.2 The Owner ~~shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant

...

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work..

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

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

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

...

§ 2.3.4 The Owner ~~shall~~ may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the ~~site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~site, but shall have no duty to do so. Notwithstanding the foregoing, if the Owner provides such survey, the Contractor shall remain responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the Project site. In the event that the Contractor damages any utilities during construction, the contractor shall immediately repair the same at its sole cost and expense.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 2.3.5 ~~The Owner shall furnish information~~ Information or services required of the Owner by the Contract Documents ~~with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~shall be furnished by the Owner within a reasonable time following actual receipt of a written request

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel or consultant may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.3.8 The Owner (either directly or by contract with the Architect) may furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.3.9 The Owner, (directly or by contract with the Architect), when such services are required, in the professional opinion of the Architect, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.3.10 The Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner as required by the Texas Government Code, Section 2269.058.
PAGE 14

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by ~~Section 12.2~~ Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or ~~entity, except to the extent required by Section 6.1.3.~~entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

...

~~If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~**§ 2.5.1** If the Contractor is in default in any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents, or fails to correct nonconforming or defective Work as required by Section 12.2, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or such

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or such non-conforming or defective Work at the sole cost of the Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify the Contractor's Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or such non-conforming or defective Work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure to correct such non-conforming or defective Work. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 Nothing contained in this Section 2.5 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied

PAGE 15

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to ~~Section 2.3.4,~~ Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner, in writing providing substantiation for its position.

PAGE 16

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was 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.

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

...

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, et seq., and shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

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

§ 3.3.6 The Contractor shall review Subcontractor(s) safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site until Substantial Completion of the Work. In the event that the Work will be conducted at an Owner site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections.

§ 3.3.10 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for or qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. In accordance with Texas Government Code §2269.054, these Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. In accordance with Texas Government Code §2269.0541, these Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project.

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

§ 3.4.2 Prevailing Wages

§ 3.4.2.1 The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.2.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications and attached to the AIA Document A101-2017, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.2.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.2.1 or 3.4.2.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

required by Texas Government Code Section 2258.023(b).Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 ~~The Contractor shall enforce strict discipline and good order among the Contractor's employees and other~~ **Substitutions**

§ 3.4.3.1 If the Contract Documents (including the Instructions to Proposers and /or Offerors) specifically permit the submission by Contractor of requests for substitutions, Contractor may, within thirty (30) days after the Contract has been executed, make written request for the substitution of products in place of those specified in the Contract Documents to the Owner and the Architect. Any request for substitution shall be submitted to the Architect in writing, with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence as required by this Section 3.4.3.1 and Section 3.4.3.2 and will be rejected if not so submitted.

§ 3.4.3.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and any modifications to the construction schedule; and (v) an affidavit stating that (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; (c) the cost breakdown presented with Contractor's request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;(d) that the Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (e) the Contractor will reimburse the Owner and for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.3 By making requests for substitutions pursuant to Section 3.4.3 (and all subsections), the Contractor represents and certifies that: (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified; (2) Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified; (3) the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; (4) Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (5) will reimburse Owner and Architect for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

3.4.3.4 Owner and the Architect may accept or reject any such request for substitution in their sole discretion, based on cost, time, or other considerations. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

§ 3.4.3.5 Regardless of acceptance or rejection of substitution, the Contractor shall be responsible for amounts paid by the Owner to the Architect, to evaluate the Contractor's proposed substitutions and any amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. The Owner shall be entitled to deduct such amounts from the Contract Sum.

§ 3.4.4 Responsibility for Subcontractors

§ 3.4.4.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other skilled in tasks assigned to them. Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES; NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES; CONTRACTOR'S FORCES NON-COMPLIANCE WITH CRIMINAL LAW; OR CONTRACTOR'S OR CONTRACTOR'S FORCES NON-COMPLIANCE WITH

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4.2 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Work may be performed in connection with an operational educational facility or the Project site may be adjacent to a public-school campus. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb or disrupt Owner's normal operations or facilities. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working at or near an operational campus and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum.

§ 3.4.5 Criminal History Records Checks

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections), the following definitions shall be applicable:
.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

§ 3.4.5.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in Section §3.4.5.1 and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

§ 3.4.5.3 For purposes of this Section 3.4.5 a person does not have the opportunity for direct contact with students if:
.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);
.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
.3 for a public work that involves an existing Instructional Facility:
(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 3.4.5.4 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

§ 3.4.5.5 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in Section 3.4.5 of this Agreement (including all subparts), as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure the information from the District and reimbursed the Contractor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article 14, Termination.

PAGE 20

defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with all applicable codes, generally accepted standards of construction practice for construction of projects similar to the Project. All materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective.

PAGE 21

of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranties provided in this Section 3.5.1 are in addition to, and not in limitation of, any other warranties, remedies and/or guaranties set out in the Contract Documents or under applicable law.

...

§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under granted in the Contract Documents will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.6, as a condition precedent to Final Payment.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The warranties provided in this Section 3.5 or otherwise provided in the Contract Documents or by law, shall in no way limit or abridge the warranties provided by the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a Warranty Commencement Date noted as required, and in the form required by Subparagraph 3.5.6 shall be submitted to the Architect for delivery to the Owner, as a condition precedent to Final Payment.

§ 3.5.6 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Warranty Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; (7) include the Schedule of Warranty Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (9) deliver warranties in the form described in this Subparagraph 3.5.6, to the Architect for review same prior to submission to the Owner.

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

The Contractor shall not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

PAGE 22

at the time bids are received or negotiations concluded. The Owner shall be responsible for payment of TDLR Texas Accessibility submissions and inspection costs.

§ 3.7.2 ~~The~~ In performing its obligations hereunder, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to~~performance of the Work.~~
performance of the Work and upon request by the Owner or Architect shall furnish evidence, satisfactory to the Owner, of such compliance.

§ 3.7.3 If the Contractor performs Work ~~knowing~~ when Contractor knows or reasonably should have known it to be contrary to
applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public

...

to correction. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL THIRD-PARTY CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF, OR BASED UPON CONTRACTOR'S VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different~~ Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum contained herein (as proposed by Contractor), or GMP as applicable, shall be deemed to include all costs of and sufficient time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if the Contractor encounters conditions at the site that are subsurface or otherwise concealed physical conditions which were not known to the Contractor, and that differ materially from those indicated in the Contract Documents ~~and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions and report its findings to the Owner and Architect.

...

Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. In accordance with the terms of this Agreement, there will be no adjustment to the Contract Sum for delay arising out or related to the circumstances described in this Section 3.7.5.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

PAGE 23

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness.~~within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under Allowances, where reasonably possible, Contractor shall solicit and receive no

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

fewer than three (3) written proposals and shall provide the Work on the basis of the best value for the Owner, as directed by the Architect following Owner's written approval of the cost proposal.

...

communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~furnish a list to the Architect a list of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner. The Owner shall have the right, at any time, to require a change in any engineer, consultant, job-site superintendent, subcontractor or supplier if their performance is deemed unsatisfactory in its sole discretion.

§ 3.9.3 The Contractor shall ~~not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

§ 3.9.4 Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before the time of that the Superintendent is required to be present at the site, that the Superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, then Owner shall be notified as soon as the Contractor obtains the information, but in no event later than the beginning of the day that the Superintendent will be absent from the site. In such event of such absence, the Contractor will designate a person as acting superintendent and Contractor promptly notify the Owner of the identity and contact information for the designated acting superintendent.

PAGE 24

information a Contractor's construction schedule for ~~the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.~~the Work, utilizing critical path method scheduling techniques.
The Schedule shall not exceed the time limits set forth in the Contract Documents. The Schedule shall thereafter be updated on a monthly basis and submitted with each Application For Payment. The receipt of an updated schedule with each Application For Payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.1.1 Each Schedule shall: (1) break the work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect and shall assign each scheduled activity a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project; (2) include activates representing manufacturing, fabrication, or ordering lead time for materials, equipment or other items for which the Architect is required to review submittals, shop drawings, product data, or samples; (3) with the exception of the initial schedule, shall indicate the activities, or portions thereof, which have been completed;

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

(4) shall reflect the actual time for completion of such activities, and shall reflect any changes to the sequence or planned duration of all activities.

§ 3.10.1.2 If any updated Schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated Schedule, a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect and documentation of the date such information was requested.

§ 3.10.1.3 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

§ 3.10.1.4 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.1.5 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.10.1.6 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions.

PAGE 25

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and shall attend progress meetings at the Project Site, in such frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule.

§ 3.10.4 The Contractor shall submit to the Architect with each monthly application for payment a copy of the Progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

§ 3.10.5 Correction of Delay.

§ 3.10.5.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any Milestone Date unless any such adjustment is submitted by the Contractor as a Claim in compliance with Article 15 or the adjustment is otherwise agreed to in a written confirmation from the Owner and documented by written Change Order.

§ 3.10.5.2 If at any time the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5.3 In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

The Contractor shall maintain and make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates. The Documents to be maintained shall be kept in good order and marked currently to indicate field changes and selections made during

...

be in electronic form or paper copy, available to the Architect and ~~Owner,~~ Owner or their respective representatives, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

PAGE 26

to demonstrate how the Contractor proposes to conform to ~~the information given and~~ the ~~design concept expressed in the~~ Contract Documents for those portions of the Work for
which the Contract Documents require submittals. Review by the Architect is subject to the limitations
of~~Section 4.2.7.~~
Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so

...

Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

PAGE 27

have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to
this~~Section 3.12.10,~~
Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the

...

Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

~~**The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances,**~~ **§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

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

§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and District's Buildings.

...

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make~~its parts fit together properly. All areas requiring~~
its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the

...

§ 3.15.1 The Contractor ~~shall~~ shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion

machinery, and surplus materials from and about the Project. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning and replace any damaged or broken glass.

...

shall be entitled to reimbursement from the Contractor. Such reimbursement amounts may be deducted from Contractor's Final Payment Application.

...

The Contractor shall provide the Owner and Architect and their designated representatives, with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work. Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~A~~American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.~~THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSE FEES. TO THE FULLEST EXTENT
PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES DEFEND AGAINST ANY AND ALL SUITS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS ALLEGED TO HAVE RESULTED FROM CONTRACTOR'S INFRINGEMENT, AND SHALL INDEMNIFY AND HOLD THE OWNER THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LOSS ON ACCOUNT THEREOF, INCLUDING ATTORNEY'S FEES (AS PERMITTED BY STATUTE), BUT SHALL NOT BE RESPONSIBLE FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PROVIDED BY THE OWNER OR PREPARED BY THE ARCHITECT. HOWEVER, IF AN INFRINGEMENT OF A COPYRIGHT OR PATENT ATTRIBUTABLE TO THE OWNER OR ARCHITECT, IS DISCOVERED BY, OR MADE KNOWN TO, THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOSS **UNLESS THE INFORMATION IS PROMPTLY FURNISHED TO THE OWNER AND THE ARCHITECT.§ 3.18 Indemnification**

...

§ 3.18.1 ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY,
DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 3.18 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY
AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.
§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE

§ 3.18.5 The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner under said statutes are secondary to that of the Contractor.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

§ 3.18.8 The provisions in this Section 3.18 in its entirety shall survive the completion, termination or expiration of this contract and are solely for the benefit of the parties hereto and not intended to create or grant any rights,

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

contractual or otherwise, to any other person or entity.

§ 3.19 Representations And Warranties
§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and
.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 Business Standards
§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation
To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.
PAGE 30

an Owner's representative during construction until the date ~~the Architect issues the final Certificate for Payment.~~ of the Owner's contract with the Architect terminates.
The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents.~~Documents,
or as they may be amended in the future.

...

completed, will be in accordance with the Contract Documents. ~~However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~and delivered on time. In addition, the Architect or its structural consultant will (1) provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable; and (2) provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner.
PAGE 31

and (3) defects and deficiencies observed in the Work. An oral notification of defects and deficiencies observed in the Work shall be followed by a notice in writing to the Owner and Contractor specifying the defect(s),

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

non-conforming Work, deviations from the Contract Documents and corrective actions taken or recommended. The Architect shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs and will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract ~~Documents. The Architect will not~~ Documents, nor shall the Architect have control over or charge of,

...

any other persons or entities performing portions of the Work. This does not, however, relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed by the Contractor at no additional cost to Owner. In addition, the Contractor shall reimburse the Owner for compensation paid to the Architect (whether performed by the Architect or its Consultants) or the Owner's Consultants, for additional site visits made necessary by the fault, neglect, the request of the Contractor or made necessary by the Contractor's construction defect or nonconforming Work. Any amount subject to reimbursement under this Section may be required by Owner to be deducted from the next Payment Application submitted by the Contractor and any subsequent Payment Application until paid, and if any amount remains unpaid, the balance shall be paid by the Contractor as a condition to Final Payment.

...

~~**The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications**~~ Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters relating to the Contract and the Project. However, the Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communication by and with the Architect's consultants shall be through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications

...

Contractors shall be through the Owner.~~The Contract Documents may specify other communication protocols.~~

...

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

...

Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a

...

of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work may be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall prevent action to require conformance, if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents. Architect and/or Contractor shall promptly notify, the other party orally and in writing, and Owner of any perceived fault or defect in the design or nonconformance of the Work with the Construction Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal~~schedule, with reasonable promptness while allowing~~
schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors, and allow sufficient time in the Architect's professional judgment to permit adequate review.
PAGE 32

The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under~~Sections 3.3,~~
Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any

...

not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and Omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will ~~prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4.~~ prepare, and make written recommendations to Owner regarding all Change Orders
(including changes in the Work to be paid from contingency funds) and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with Section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in ~~Section 3.7.4.~~Section 3.7.4. The Architect is
specifically not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final ~~completion; issue Certificates of Substantial Completion pursuant to Section 9.8;~~ completion. Upon completion of such inspection and agreement by
Owner and Architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to ~~Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.~~Section 9.10; and issue a final
Certificate for Payment pursuant to Section 9.10. for approval by the Owner.

...

from, the Contract Documents and will be in writing or in the form of drawings.~~When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent~~expressed in the Contract Documents.~~
expressed in the Contract Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

PAGE 33

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected ~~if the Owner or Architect makes reasonable objection to such substitution.~~without providing reasonable written notice to the Owner or Architect If neither the Owner nor Architect submits a reasonable objection to such proposed substitution within ten (10) days following their receipt of written notice the Contractor may proceed with the substitution. If either Owner or Architect submit an objection, the Subcontractor shall proceed in accordance with Section 5.2.3 above.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sum shall be allowed for failure to so inspect or investigate.

...

~~**By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to**~~ **§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to

...

Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each Subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

PAGE 34

.1 assignment is effective only after termination of the Contract by the Owner ~~for cause pursuant to Section 14.2~~ or abandonment of the Project by the Contractor and only for those subcontract agreements that the Owner accepts by

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

notifying the Subcontractor and ~~Contractor; and~~Contractor in writing;

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond~~relating to the Contract.~~
relating to the Contract; and.

.3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this ~~Section 5.4,~~ Section 5.4, the Owner may further assign the subcontract to a~~successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~
successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 Notice Of Subcontractor Default
Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

...

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this ~~Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.~~Contract.
PAGE 35

.
§ 6.1.4 ~~Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access, staging, introduction and storage of their materials and equipment and performance of their activities, and shall

...

construction is fit and proper to receive the Contractor's Work.~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~

§ 6.2.3 All costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate ~~Contractor~~ Contractor, the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Architect or any Consultant because of the Contractor's delays, improperly timed activities ~~or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work~~ or defective construction.

...

completed construction or to property of the Owner or Separate ~~Contractor as provided in Section 10.2.5.~~Contractor.

...

limitations stated in this Article 7 and elsewhere in the Contract Documents. Changes may be funded out of a contingency fund, if any, or other allowance established herein, or may require a change in the Contract Sum. The authority to approve a change to the Work, the Contract Sum, approve payment from a Contingency or Allowance, or a change in the Project Time, rests solely with the Owner. A Change Order funded from the Contingency or other Allowance shall be referred to herein for clarity as a "Contingency Authorization Order".

§ 7.1.2 A Contingency Authorization Order or Change Order shall be based upon agreement among the Owner,~~Contractor, and Architect. A Construction Change Directive requires~~
Contractor, and Architect executed prior to commencement of any Work covered by the Order.. A Construction Change Directive (whether funded from contingency, if any, or by an increase in the Contract Sum) requires agreement by the Owner and Architect and may or may not be agreed to by ~~the Contractor.~~ the Contractor prior to the commencement
of the Work. An order for a minor change in the Work may be issued by the Architect ~~alone.~~alone, except as otherwise provided herein.

PAGE 36

§ 7.1.4 Change Order Mark-Up. On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead, profit permitted to be charged to the Owner shall be based on the following schedule:

.1 for work performed by the Contractor's own forces, Contractor's mark-up for overhead and profit shall not exceed 10% of the cost of the change in the Work (0% for change orders to be paid out of any contingency allowance).

.2 for the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed 4% of the amount due to the Subcontractors (0% for change orders to be paid out of any contingency allowance).

.3 for each Subcontractor or Sub-subcontractor involved, in Work performed by that Subcontractor's or Sub-subcontractor's own forces, the total mark-up for overhead and profit ten percent (10%) of the cost of the change in the Work.

.4 In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by Contingency or other Allowances provided for in the Contract Documents.

...

Methods used to determine adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, Including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

...

Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes ~~in~~ in. the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Sum and Contract Time being adjusted ~~accordingly.~~as provided in Section 7.3.3.

...

.2 Unit prices stated in the Contract Documents or subsequently agreed upon; (additional mark-ups for ~~.3~~ overhead and profit will not be allowed);.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; subject to the limitations of subparagraph 7.1.4; or

~~.4~~ **.3** As provided in Section 7.3.4.

...

the Architect shall determine the adjustment on the basis ~~of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:~~of the amount by which the Contractor's direct costs have
actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

.1 Actual documented Costs of labor, including applicable payroll taxes, ~~fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~and other employee costs
approved by the Owner prior to the approval of the Change Order or Contingency Authorization Order (a labor burden factor will not be accepted as documentation);

.2 Actual documented Costs of materials, supplies, and equipment, including cost of transportation, whether such materials, supplies, and equipment are incorporated or consumed;

.3 ~~Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~Actual documented Rental costs of machinery and equipment,if rented from unaffiliated third-parties, exclusive of hand tools;;

.4 Actual documented Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the ~~change;~~ change, if any; and

.5 Actual documented Costs of supervision and field office personnel directly attributable to the ~~change.~~change
and only if the adjustment causes an extension of the Contract Time.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Work is performed without an agreement as to the final price, the Contractor shall, at a minimum, retain and provide to the Owner, the following documentation to adequately document its actual costs of performing the scope of work set out in a Construction Change Directive. Adequate Documentation shall include at a minimum, but not limited to, payroll records for employees of Contractor providing the Work included in the Change Directive, as well as written documentation of time spent solely on the scope of the Change Directive Work, prepared concurrent with the performance of the Work, including (for example) sign-in and sign-out sheets or time cards, executed by the employee(s) documenting attendance and receipts for all materials delivered to the Project site for incorporation in the Work of the Change Directive and paid for by the Contractor. If any of the Work of the Change Directive is performed by subcontractors, the Contractor shall provide a copy of the subcontract, an itemized invoice or payment application which includes, in either case, a detailed itemization of costs showing quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit (in accordance with Section 7.1.4) labor and materials provided by the subcontractor, with receipted invoices for all materials incorporated in the Work and evidence of payment by the subcontractor attached. If the Contractor disagrees with the adjustment in the Contract Time, the Contract Sum , allowed in any Change Directive, the Contractor may make a Claim in accordance with applicable

Work involved and advise the Architect of the Contractor's agreement (by executing and returning the Change Directive) or disagreement with the method, if any, provided in the Construction Change Directive for determining the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

proposed adjustment in the Contract Sum or Contract ~~Time.~~Time not later than ten (10) calendar days following the Contractor's receipt of the Construction Change Directive. A copy of a notice of disagreement shall also be provided to the Owner concurrent with the notice to the Architect. A Notice of Disagreement must contain the number of the Change Directive, the date the Change Directive was issued and the words "Notice of Disagreement With Change Directive" in the Subject line. It is imperative that Owner receive timely specific notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly.

...

decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect.~~ plus the permitted overhead and profit as set forth in Section
7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, both changes shall be shown on the same Change Order and the permitted allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Returned materials shall be credited at actual cost and no penalty or restocking fee shall be permitted to be charged to the Owner.

...

Architect will require as a condition precedent to certification of payment for Work completed under the Construction Change Directive that the Contractor provide the documentation required by Section 7.3.4, and based on such documentation, shall make an interim determination for purposes of monthly certification for payment for those costs
PAGE 38

reasonably justified. The Architect is specifically authorized by this Section 7.3.9 to require submission of such documentation and any other documentation required to evaluate the requested payment, and shall withhold payment certification until such documentation is received and an interim determination is made in accordance with this Section. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article ~~15.~~15..

...

~~The~~ With prior written notice to the Owner's representative the Architect may order minor changes in the Work that are

...

Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

...

§ 8.1.2 Commencement. The date of commencement of the Work ~~is the date established in the Agreement.~~shall be the first business day following the
Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

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

§ 8.1.3 Substantial and Final Completion

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

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

...

the Work prior to the effective date of insurance required to be furnished by the Contractor ~~and Owner.~~The date of commencement of the Work shall not be changed by the effective date of such insurance..
PAGE 39

§ 8.2.4 Liquidated Damages
§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.4.4 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties,~~ war, civil commotion, pandemic, epidemic, federal, state or local declared disaster or public emergency, act of God, governmental restrictions, regulations, orders, or interference, fire or other unavoidable casualty, material changes ordered in the Work; adverse weather conditions documented in accordance with Section ~~15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution;~~ 15.1.6 by delay authorized in writing by the Owner prior to the happening of the delay event; or (5) by other causes that the Contractor asserts, and the Architect ~~determines,~~ and Owner determine, justify delay, then the Contract Time ~~shall be extended for such reasonable time as the Architect may determine.~~may be extended for such reasonable time as the Architect and Owner may determine based upon documentation by the Contractor.

§ 8.3.1.1 The adjustment of the Contract Time for delay, disruption, and interference described in this Section 8.3.1 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's timely delivery of the notice and claim as set out in this Section 8.3.1. An adjustment to the Contract Time shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Section 8.3.1, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for Owner-caused delays.

§ 8.3.1.2 Notice and Claim for Extension. In the event of a delay in the commencement or progress of the Work as a result of any of the circumstances in this Section 8.3.1, the Contractor may receive an extension of time for completion of the Work equal to the delay, if the Contractor delivers a written notice and claim to the Owner and Architect delivered in any manner provided in Section 1.6.1 of this Agreement. The Notice shall identify and provide a reasonably detailed description of the circumstances causing the delay, disruption, or interference to the Contractor's performance or progress of the Work on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for an extension of time shall be stated in whole or half calendar

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

days, as applicable. The actual date on which the delay(s) began and/or the date the delay ended, if applicable, must be stated in the Claim Notices as applicable.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~In the case of claims for extension of time because of unusually inclement weather, such extension of time may be granted only if the Contractor files a claim in accordance with the requirements set out in Section 15.1.6.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Contractor shall not be entitled to an adjustment in the Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

§ 8.3.4 Any adjustment of the Contract Time authorized under Section 8.3 shall be conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's submission of a timely and properly documented Notice and Claim for additional time in accordance with Section 8.3.

§ 8.3.5 Adjustments to the Contract Time addressed in this Section 8.3 shall apply only to requests for extensions of time based upon delay, disruption, or interference to the Contractor's performance or progress of the Work and shall have no applicability to requests for adjustment of the Contract Time due to other changes in circumstance, including but not limited to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services or materials required, beyond those specified by the Contract Documents. Claims for an adjustment of the Contract Time resulting from these kinds of changes shall be authorized only pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work in accordance with the Contract Documents.

§ 8.4 No Damages or Other Compensation for Delay or Acceleration

This Agreement does not permit recovery by the Contractor of damages or additional compensation for delay, acceleration, disruption, or interference to the Contractor's performance or progress of the Work Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time including but not limited to delay, disruption, or interference caused by the Owner the Architect, of an employee of either, or of a Separate Contractor, any of the circumstances set out in Section 8.3.1 or acceleration of the Work required by the Owner in accordance with the terms of this Agreement. Contractor's sole remedy for delay disruption, or interference in its performance or progress of the Work or any required acceleration of the Work shall be the grant of an extension of time for completion equal to a delay or such reasonable time as the Owner and Architect may determine in their sole discretion.

PAGE 40

§ 9.1.1 The Contract Sum is stated in the Agreement ~~and,~~ including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

...

inequity to the Owner or Contractor, the applicable unit prices shall be equitably ~~adjusted.~~adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

...

Where the Contract is based on a stipulated ~~**sum or Guaranteed Maximum Price,**~~ the Contractor shall submit a schedule of values to the Architect before the

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702-1992 and G703-1992, Application and Certificate for Payment and Continuation Sheet.

...

Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under ~~Section 9.2,~~
Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all

...

requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage ~~if provided for in the Contract Documents.~~withheld.
The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ Such applications may include requests for payment on account of changes in the Work that have been

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the ~~Contractor does not intend to pay~~
Contractor has not been invoiced by a Subcontractor or supplier, unless such Work has ~~been performed by others whom the Contractor intends to pay.~~was self-performed in such
case, only portions of Work actually performed shall be included on the Contractor's request for payment.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.1.4 The Owner shall withhold retainage as provided in the Agreement, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein. The retainage shall be paid to the Contractor with the Final Payment, subject to the requirements of the Contract Documents.

§ 9.3.2 Unless otherwise provided in ~~the Contract Documents, payments shall~~ in a separate written agreement executed between the Owner and Contractor
Prior to delivery, payments shall not be made on account of materials and equipment delivered and ~~suitably~~ stored at the site or
off-site for subsequent incorporation in the Work. ~~If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~The Owner may, in Owner's sole discretion, require Contractor's compliance with such reasonable procedures and requirements as it may establish, as a condition precedent to the grant of Owner's consent and agreement to payment, including but not limited to the following:

.1 provision of any additional insurance required to protect the materials and equipment while stored;
.2 payment of the costs to store the materials and equipment and any additional transportation costs for multiple deliveries;
.3 provision of written consent of Contractor's surety to such storage;
.4 submission of an affidavit identifying materials and equipment stored off-site for later incorporation into the Work, and acknowledging responsibility for such materials and equipment;

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.5 provision of documentation that the facility where the materials and/or equipment will be stored is an adequately insured commercial warehouse, where the materials and equipment stored will be sheltered from the weather and outside elements and are stored in accordance with the manufacturer's instructions, including proper temperature and humidity controls and that the materials and equipment have been physically separated and marked for the Project;

.6. its agreement to bear the cost of Owner and/or Architect's visits to the off-site storage facility to confirm compliance with these requirements and review the stored contents, and Contractor shall agree to allow such costs to be offset from Progress Payments;

.7 agreement that payment of any costs related to compliance with the procedures and requirements for storage of materials and equipment on or off-site, shall not be subject to charges for overhead or profit;

.8 submission of bills of sale or other documentation acceptable to the Owner, showing proof of delivery and establishing the Owner's title to the materials or equipment and/or otherwise protecting the Owner's interest, including naming the Owner as additional insured on the required insurance policy (naming the specific materials or equipment stored and their location) and providing proof of delivery for those materials and equipment;

.9 agreeing that, in the event of termination of the Contract or default by the Contractor, the material and equipment stored on or off-site shall be immediately turned over to the Owner by delivery to the location designated by the Owner and that the operator of the storage facility is aware of this agreement and willing to honor it; and

.10 agreeing that all such stored materials and equipment, to the extent they include mechanical components, will be maintained by the Contractor kept in good working condition and ready for immediate installation, to the same extent they would have been, had they been delivered "just in time" for installation, that Contractor will be solely responsible for assuring any manufacturer's warranty will commence on date of completion of installation and/or start-up of the material or equipment and for repairs required prior to installation to assure performance in accordance with the Contract Documents.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY A SUPPLIER, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR ORSUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TOCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Application for Payment, Contractor shall certify that: the information contained in the Application presented is true, correct, accurate and complete; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and, unless an agreement described in Paragraph 9.3.2 has been signed, incorporated into the Work; that the subcontractors whose work is identified in the Applications for Payment have been paid, or Contractor has been invoiced for same and intends to pay such subcontractors; there are no known mechanics' or materialmens' liens outstanding at the date of the Application, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

PAGE 42

§ 9.4.1 The Architect will, ~~within seven days after receipt of the Contractor's Application for Payment,~~ carefully evaluate and review the Application for Payment and, when appropriate, return

the Application for Payment to the Contractor as provided in Section 9.4.2. If the Application for Payment is complete, then the Architect shall sign and, either (1) issue to the Owner a Certificate for Payment in the full amount of

...

such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part as provided in ~~Section 9.5.1;~~ Section 9.5.1; or (3) withhold certification of

...

certification in whole as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 et seq.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion based on the Architect's evaluation of the Work and the data in the Application for Payment, ~~that, to the best of~~ the ~~Architect's knowledge, information, and belief, the~~ Work has progressed to the

...

qualifications expressed by the ~~Architect.~~ Architect in writing to the Owner. However, the issuance of a Certificate for Payment

...

reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the

...

the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed

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

PAGE 43

.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;

.9 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;

.10 evidence of financial inability to perform the Contract fully;

.11 failure to submit record documents required by the Contract; or

.12 failure of the Contractor to perform any other obligations of the Contract.

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

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under ~~Section 9.5.1.3,~~ Section 9.5.1.3, the Owner may, at its sole option,

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

for Payment. Notwithstanding any provision contained within this Article, if the Contractor has not achieved Substantial Completion by the required date, subject to extensions of time allowed under the Contract Documents, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. then Architect may withhold any further Certificate for Payment to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1, or this Section 9.5.4.

...

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and ~~shall so notify the Architect.~~in
accordance with the Texas Government Code section 2251.042 et. seq., Owner shall within twenty-one (21) days notify the Architect and Contractor if Owner disputes the Architect's Certificate for Payment, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 ~~The Contractor shall pay each Subcontractor, no later than seven days after~~ In compliance with Texas Government Code Section 2251.022,the Contractor shall, within ten (10) days
following receipt of payment from the Owner, ~~the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.~~pay all bills for labor and materials performed and furnished by others
in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.
PAGE 44

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for~~ The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents,
provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253. Notwithstanding the foregoing, payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the ~~Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~Contractor.

...

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days'~~ § 9.7.1 Pursuant to Texas Government Code Section 2251.051,if the Owner does not pay the Contractor any payment
certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) days' written notice to the Owner and Architect, ~~stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment
of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect to either: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

PAGE 45

its intended use. provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

...

§ 9.8.3 Upon receipt of the Contractor's list, the Architect accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is

...

utilize the Work or designated portion thereof for its intended use, then the Contractor shall, before issuance of the

...

the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

§ 9.8.3.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, as defined by the Contract

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Documents, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of

...

Substantial Completion. If Work is to be completed or corrected after the date of Substantial Completion and prior to final payment, Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect, or the date of Final Payment. ("Warranty Commencement Date").

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

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

PAGE 46

such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to in writing by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial

...

security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of~~warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the~~ warranties on the partially completed portion of the Work, as required by the Contract Documents Consent of the be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of~~the Architect.~~
the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

...

§ 9.9.3 Unless otherwise agreed ~~upon,~~ upon in writing , partial occupancy or use of a portion or portions of the Work or
installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements~~of the Contract Documents.~~
of the Contract Documents , nor shall it constitute evidence of Substantial Completion or Final Completion.

...

§ 9.10.1 ~~Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract~~ When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the
Owner and the Architect thereof in writing. Thereupon, the Architect and Owner (at Owner's option) will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment ~~stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the~~ certifying to the Owner that
the Work has been completed in accordance with the Contract Documents and that ~~the entire balance found to be due the Contractor~~ remainder of the Contract Sum,
including all retainage, less any amount withheld pursuant to the Contract and noted in the final Certificate is due and

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in~~Section 9.10.2~~
Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

...

the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other ~~indebtedness~~ liabilities connected with the
Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by t.

...

warranties or specific Subcontractor warranties, and ~~(6) if required~~ (6 except for amounts previously withheld by the Owner, other

...

the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may have
been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to ~~indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~discharge any such lien or
indemnify the Owner from liability; (7) In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7 herein;
.2 Final list of subcontractors (AIA Document G705-2001);
.3 Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: https://tea.texas.gov;
.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
.5 Maintenance and Instruction Manuals;
.6 Owner's Certificate of Final Completion; and
.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above.

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

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it~~ The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after
the Architect's execution of a final Certificate for Payment. Final Payment shall not constitute a waiver of ~~Claims.~~any Claims
by the Owner.

~~**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~
~~**.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~**.2** failure of the Work to comply with the requirements of the Contract Documents;~~
~~**.3** terms of special warranties required by the Contract Documents; or~~
~~**.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ 9.10.6 The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner's rights or the surety's obligations under the bond.

§ 9.11 Audit
Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

PAGE 48

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in~~**connection with the performance of the Contract.**~~
connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor shall ensure that the Project site is alcohol-free, drug-free, nicotine/ tobacco-free, e-cigarette free, weapon-free, and sexual-harassment free, and shall require strict compliance on the Project Site with the Owner's Board Policies, including but not limited to GKA(Legal) and GKA(Local). Contractor will remove any of its

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

§10.1.2 Dress Code, Fraternization and Sexual Harassment. Contractor shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors, students and Owner's employees while on Owner's property. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 10.1.3 Weapons. Owner has also banned use, possession, or display of any firearm, handgun, location-restricted knife, club, or "prohibited weapon", as defined by the Texas Penal Code and Owner's Board Policy FNCG(Legal), except when the Contractor, its representatives, employees, agents, and subcontractors, or anyone else over which the Contractor has control or authority holds a Texas handgun license, stores the handgun or other firearm in a locked vehicle in the Owners parking lot, garage, or other parking area provided by the Owner AND the firearm is not loaded and not in plain view. A copy of such policy is available through a link on the Owner's website. The Contractor further agrees that Contractor's representatives, employees, agents, and subcontractors will abide by these requirements as well as the Federal Gun-Free School Zones Act.

§ 10.1.4 Tobacco and E-Cigarettes. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not use e-cigarettes or tobacco products while on the Project Site.

§ 10.1.5 Small Unmanned Aircraft (Drones). The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107. as applicable, and any other applicable federal or state laws and regulations.

...

.1 employees on the ~~Work and~~ Work, school personnel, students and other persons on the Owner's premises and
other persons who may be affected ~~thereby;~~thereby, which protection shall include the installation of fencing
between the Work site and the occupied portion of a connecting or adjacent educational facility, and taking reasonable precautions to secure any abusable glue, aerosol paint, or any other chemical substance for inhalation being used on the project site;.

~~.2~~ **2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor's obligations under this Section shall continue to apply during any time period when all or a portion of the Work is suspended for any reason. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

PAGE 49

the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and

...

and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of ~~explosives or other~~ hazardous materials or equipment, or unusual methods are necessary for execution of
the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly~~qualified personnel.~~
qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

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

...

10.2.8.1 If either party suffers injury or damage to person or property because of an act or omission of the other party,

...

shall be given to the other party within a reasonable time not exceeding ~~**21**~~ three (3) days after discovery. The notice shall
provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.
§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

...

condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Owner shall not be responsible for materials or substances brought to the site by the Contractor.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner ~~shall~~ shall, as soon as reasonably possible, obtain the services of
PAGE 50

resume upon written agreement of the Owner and Contractor. ~~By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.~~Contractor may be entitled to an extension of the
Contract Time in accordance with Article 8.3.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 10.3.3 To the ~~fullest extent permitted by law, the Owner shall indemnify and~~ extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and

...

bodily injury or death as described in ~~Section 10.3.1~~ Section 10.3.1 and has not been rendered harmless, provided that such claim,

...

or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

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

§ 10.3.5 ~~The Contractor shall reimburse~~ Except to the extent that the cost and expense are due to the Owner's fault or negligence, if Contractor imports
hazardous materials onto the Project site, the Contractor shall indemnify and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, ~~or~~ (2) where the Contractor fails to perform its obligations under ~~Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~Section 10.3.1; and (3) any
fines or penalties of government agencies directly resulting from the Contractor's importation of the hazardous materials onto the Project site.
.

~~**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

~~In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.~~**§ 10.4 .1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 Asbestos Or Asbestos-Containing Materials. Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 10.6 Lead-Free Material In Potable Water System
§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 Hazardous Materials Certification
The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.
PAGE 51

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below the Agreement or elsewhere in the Contract Documents. No Work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 11 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the~~jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~
State of Texas.

Workmen's Compensation:	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	Bodily Injury by Accident - $500,000 Each Accident. Bodily Injury by Disease - $500,000 Each Employee. Bodily Injury by Disease - $500,000 Policy Limit.
Commercial General Liability: (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	$1,000,000.00 – combined single limit for bodily injury and property damage $2,000,000.00 - aggregate
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate per project (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Umbrella or Excess Liability	$2,000,000.00 - each occurrence $2,000,000 - aggregate
Owner's Protective Liability Insurance: Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees.	Bodily Injury - $1,000,000 Each Occurrence Aggregate - $1,000,000.
All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.	

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner..

§ 11.1.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~The General Liability and Automobile policies so issued in the name of Contractor shall also name the Owner
as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage (and associated Umbrella Coverage) required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

.

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
(a) a certificate of coverage, prior to the other person beginning work on the Project; and
(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

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

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

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

PAGE 54

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~**11.4.1** The Contractor is required, as a condition precedent to the execution of the Contract, to execute a
PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

§ 11.4.4 The Sureties shall promptly file a signed copy of the Contract, Performance Bond, and Payment Bond with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

§ 11.4.5 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.6 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.7 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.8 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.
§ 11.4.9 By inclusion of this Section 11.4.9 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

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

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

PAGE 55

§ 12.1.1 If a portion of the Work is covered prior to inspection, contrary to the Architect's request or to requirements specifically expressed in the Contract ~~Documents,~~ Documents or if any known deficiencies exist, it must, if requested ~~in writing~~ by the
Architect, be uncovered by the Contractor for the Architect's examination and be replaced at the Contractor's sole expense without change in the Contract Time. If the uncovered work is determined by the Architect upon inspection to be deficient or not in accordance with the Contract Documents, the uncovered Work which is deficient or not in accordance with the Contract Documents shall be corrected and covered at the Contractor's sole expense without

...

Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense. If the a request inspection of the Work prior to covering or including a requirement for inspection in the Contract Documents is within the Architect's standard of care and the Architect has failed to timely make such request or include the requirement in the Contract Documents, the Architect shall reimburse the Owner for the actual costs of uncovering

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

and recovering such Work and additional costs of correction, if any, caused by covering the Work prior to inspection.
PAGE 56

replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the~~Contractor's expense.~~
Contractor's expense and will be subject to offset by the Owner at Final Payment..

...

§ 12.2.2.1 In addition to the Contractor's obligations under ~~Section 3.5,~~ Section 3.5, if, within one year after the date of Substantial
Completion of the Work or designated portion thereof or after the date for commencement of warranties established~~under Section 9.9.1,~~
under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Owner shall give such notice of the condition to the Contractor with reasonable promptness after discovery of the condition. The Contractor

...

Contractor a written acceptance of such ~~condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for~~ condition in its non-conforming state. During the one-year period for correction, the Owner waives the rights to require correction by the Contractor ~~and to make a claim for breach of warranty. If the Contractor fails~~ based on a breach of the warranty
contained in this Section 12.2.2.1 providing for correction of Work during the one-year period. If the Contractor fails to correct nonconforming Work within a reasonable time during ~~that~~ the period after receipt of notice from the Owner or
Architect, the Owner may correct it in accordance with ~~Section 2.5.~~Section 2.5.

...

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

...

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fails to conform with the requirements of this Agreement that appear during the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work or by the negligent act of the Contractor or its employees, agents or subcontractors. The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost to the Owner of the correction.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

§ 12.2.9 Contractor's express warranties set out in this Article 12 shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

PAGE 57

The Contract shall be governed by the **~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

...

representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~ Neither party to the
Contract shall assign the Contract ~~as a whole~~ in whole or in part without written consent of the other. If either party attempts to

...

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing

...

Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

...

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of~~public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals.~~
public authorities having jurisdiction. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and

PAGE 58

additional testing, inspection, or approval not included under ~~Section 13.4.1,~~ Section 13.4.1, the Architect will, upon written

...

except as provided in ~~Section 13.4.3,~~ Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall
cooperate for the timely scheduling of such tests and inspections.

...

such failure, including but not limited to those of repeated procedures and compensation for the Architect's services

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~**Payments**~~ Undisputed payments due and unpaid under the Contract Documents shall bear interest ~~**from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.**~~in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity In Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 Contractors Records

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office or the principal offices of the Contractor, at the sole option of the Owner.

§ 13.7.3 For all Change Orders, Allowances and expenditures from Contingency Funds, Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 No Third-Party Beneficiaries

There are no third-party beneficiaries to this agreement.

§ 13.9 Proprietary Interests And Confidential Information

§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; detailed layouts of the Owner's Facilities; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.9.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

§ 13.10 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

PAGE 59

§ 14.1.1 ~~The Contractor may terminate the Contract if~~ If the Work is stopped for a period of ~~30~~ thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of~~the Work, for any of the following reasons:~~ the Work under direct or indirect contract with the Contractor for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

...

.3 Because ~~the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because~~ the Owner has not made payment ~~on a Certificate for~~ of undisputed sums due on an approved Certificate for

.4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 ~~The Contractor may terminate the Contract if,~~ If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees,

PAGE 60

entire Work by the Owner as described in ~~Section 14.3,~~ Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is ~~less.~~less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in ~~Section 14.1.1~~ Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment ~~for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ in an amount which would have been recoverable had the termination been for the Owner's convenience..

...

with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~ ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in~~Section 14.1.3.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Section 14.1.3.

...

.4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;

.5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in or permits serious or repeated worker misconduct in violation of Article 3.3;

.7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.8 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action, the Owner~~ subject to any prior rights of the surety, the Owner

...

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. ~~Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

In any such event title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the contractor for use in the work , shall vest in the Owner at the Owner's option, and the Owner may enter the Contractors premises and remove the same therefrom. No election herunder shall be construed as a waiver of any rights or remedies of the Onwe with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in ~~Section 14.2.1,~~ Section 14.2.1, the Contractor shall
not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 14.2.4 If the ~~unpaid balance of the Contract Sum exceeds~~ costs of finishing the Work, including compensation for the ~~Architect's~~ Architects' services and expenses made
necessary thereby, and other damages incurred by the Owner and not expressly waived, ~~such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor~~ exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to~~the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this~~
the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the~~Contract.~~
Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

PAGE 61

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. ~~Adjustment of the Contract Sum shall include profit.~~ No adjustment shall be made to the extent

...

Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; ~~costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~for profit only on that portion of the Work executed, and reasonable costs of demobilization.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in this Section 14.4.3.

PAGE 62

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~

...

§ 15.1.3.1 Claims by ~~either~~ the ~~Owner or~~ Contractor, ~~where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2,~~ shall be initiated by notice to the ~~other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this~~ Owner and to the Architect, Claims under this Section 15.1.3.1 shall be initiated within 21 calendar days after the occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first ~~recognizes~~ knew or should have known of the condition giving rise to the Claim,~~whichever is later.~~
whichever is earlier. If the full impact cannot be assessed as of the date of the Notice, then Notice shall be provided and amended by a second notice at the earliest date that is reasonably possible, but in no event later than the date of Contractor's Application for Payment covering the period in which the impact can be assessed and quantified.

...

after expiration of the period for correction of the Work set forth in ~~Section 12.2.2,~~ Section 12.2.2, shall be initiated by notice to the
other party. In such event, no decision by the Initial Decision Maker is required. If Texas Government Code, Chapter 2272 is applicable to the Claim, the Owner shall comply with the requirements set out therein as a condition precedent to any initiation of any litigation. .

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for work performed in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. ~~The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

...

If the Contractor wishes to make a Claim for an increase in the Contract **~~Sum,~~** Sum (provided such a claim is specifically
permitted by the Contract Documents), notice as provided in Section 15.1.3 shall be given to the Owner and Architect. Claims relating to an emergency endangering life or property arising under **~~Section 10.4.~~**Section 10.4. The Architect will promptly
investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

...

~~**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions occurred at the locality of the Work which were abnormal for the period of time, were in excess of that normally experienced at the job site, could not have been reasonably anticipated, and prevented the execution of Work on scheduled Working Days. The term "Adverse Weather Conditions" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the Local Climatological Data maintained by NOAA's National Centers for Environmental Information [formerly the National Climatic Data Center (NCDC)] from the station closest to the location of the Work. No day will be counted as a rain-day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of the Contract Time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, but shall be applied only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. As provided herein, Contractor shall only be entitled an extension of the Contract Time per the terms of the Contract Documents and no damages shall be paid for delays.

PAGE 63

.1 ~~damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~No indirect or consequential damages will be allowed.

.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or ~~**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~any other analysis that is used to show damages indirectly.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "~~American~~ Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

.4 No damages will be allowed for home office overhead or other home office changes or any Eichleay formula calculation.

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7~~ Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract ~~Documents.~~Documents, nor will this Section 15.1.7 be deemed to apply to delay damages, which are prohibited entirely.

...

§ 15.2.1 ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~ Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent~~to mediation of any Claim. If an initial decision has not been rendered within 30 days~~ to mediation of any Claim, after the Claim has been referred to the ~~Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten (10) days of ~~the~~ receipt of ~~a~~ the Claim take one or more of the following actions: (1) request additional supporting data from the ~~claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 ~~In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

...

will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. ~~Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~.

§ 15.2.5 ~~The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~**Waiver Of Lien**
It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

...

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~In the event that the Owner or the Contractor shall contend that the other has committed a material breach of
this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims 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 Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty
(30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. .

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of
the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
PAGE 64

§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

§ 15.3.6 Any claim not resolved in mediation pursuant to Section 15.3 shall be subject to litigation as the sole method of dispute resolution.

§ 15.3.7 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

This Section 15.4 and all subparts are intentionally deleted. No dispute arising under the Contract Documents, these General Conditions or the underlying Contract shall be subject under any circumstances to Arbitration as the method of binding dispute resolution and Owner rejects any selection otherwise made by the parties.

§ 15.5 Immunity

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

Executed on this the _____ day of ____, 20___

MCALLEN INDEPENDENT SCHOOL DISTRICT		
OWNER (*Signature*)		CONTRACTOR (*Signature*)
, President		
(Printed Name and Title)		*(Printed Name and Title)*

APPROVED AS TO FORM
Johnathan Ball, McAllen ISD Staff Attorney

By: _____

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** 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 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.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

DRAFT

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 14:39:47 ET on 11/18/2024 under Order No.3104239832 which expires on 02/13/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (930640719)

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action Regarding Setting a Workshop Date and/or Special Board Meeting to Update and/or Modifying the MISD Strategic Plan

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen ISD Strategic Plan serves as a guiding framework for district goals, initiatives, and priorities. As part of the district's commitment to continuous improvement, administration recommends scheduling a workshop and/or special board meeting to review, update, and align the Strategic Plan with current district needs, emerging priorities, and feedback from stakeholders. This discussion will ensure that the plan continues to reflect the district's mission and long-term vision for student success.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Administration recommends that the Board consider possible dates for a workshop or special meeting to facilitate a focused review of the existing Strategic Plan. This session would allow trustees to discuss progress toward current goals, evaluate performance indicators, and consider any necessary modifications to ensure alignment with the district's ongoing initiatives and community expectations. Coordination of this meeting will also help maintain alignment between administrative planning and board priorities.

LEGAL REVIEW:
None.

BUDGETARY CONSIDERATIONS:
None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees discuss and take action to set a date for a workshop and/or special board meeting to review and update the MISD Strategic Plan.

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Lorena Garcia
Lorena Garcia (Nov 3, 2025 14:45:43 CST)

For further information contact:
Name: Lorena Garcia, Deputy Superintendent for Business and Operations
Office: 956-688-5418
Email: lorena.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 15:03:57 CST)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action to Approve Board of Education Meeting Minutes

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Approval of prior Board of Education meeting minutes is a standard governance procedure to ensure the official record accurately reflects actions and discussions from previous meetings.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Minutes have been reviewed for accuracy and completeness by administrative staff. Upon approval, the minutes will serve as the official record of the Board's proceedings for the referenced meeting(s).

LEGAL REVIEW:

None.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

It is recommended that the Board of Trustees approve the minutes of the October 21, 2025 Board of Education meeting(s).

Attachment: ☑

SUBMITTED BY: Norma Ramirez **SUPERVISOR:** Ann D. Rivera

For further information contact:
Name: Norma Ramirez, Secretary to Deputy Superintendent for Business & Operations
Office: 956-688-5418
Email: norma.ramirez@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 4, 2025 11:39:44 CST)

Superintendent of Schools

Regular Meeting

Tuesday, October 21, 2025 5:30 PM
Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501

Attendance Taken at 5:26 PM.

Aaron Rivera, President:	Present
Lucia Regalado, Vice-President:	Present
Lizzie Kittleman, Secretary:	Present
Robert Carreon, Member:	Present
Erica de la Garza-Lopez, Member:	Present
Roberto Haddad, Member:	Present
Sofia Peña, Member:	Present

1. **CALL MEETING TO ORDER**
The meeting was called to order at 5:30 pm
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
The following community member(s) addressed the Board;
   - **Noor Ahmad** – Free mental health program which can enhance and support McAllen ISD Students and Faculty, Pharma Damage recovery program (a refund program for self insured employers)
   - **Alex Stehn** – Dual Language Program
5. **SUPERINTENDENT'S REPORT**
   - Coffee with Superintendent at Schlotzky's
   - Child Nutrition Food Show

   For information purposes only.
6. **PUBLIC HEARING** for the School Financial Integrity Rating System of Texas (School FIRST)
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent
For information purposes only.
7. **CONSENT AGENDA ITEMS**

Motion to approve Consent agenda items as listed 7A-7H. This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

A) Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 9)
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 9), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028.

RECOMMENDED VENDORS
Request for Proposal No. 2025-1016
Special Education Equipment, Supplies, and Related Products and Services (Round 9)

No.	Vendor Name	City	State	Recommendation
1	Independent Living Aids LLC	Buffalo	NY	Qualified
2	Point Quest Therapeutic Services, LLC dba Point Quest Group	Elk Grove	CA	Qualified
3	Sunshine Cottage School for Deaf Children	SAN ANTONIO	TX	Qualified

B) Discussion and Possible Action on Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 6)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 6), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028.

RECOMMENDED VENDORS
Request for Proposal No. 2025-1019
Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 6)

No.	Vendor Name	City	State	Recommendation
1	1,2,3 Screen Printing, LLC (Hiram Cisneros)	Mission	TX	Qualified
2	Big Game Sports, Inc. dba Big Game USA	Dallas	TX	Qualified
3	CollegeSwimming-com LLC dba Swimcloud	Colorado Springs	CO	Qualified
4	Diadem Sports LLC	Pompano Beach	FL	Qualified
5	Knockout Sportswear.com LLC	Rockwall	TX	Qualified
6	Line To Line LLC	Columbia	TN	Qualified

C) Discussion and Possible Action on Final Payment to Insight Public Sector Inc. on Contract No. 2024-366 Memorial High School, William B. Travis Middle School & Instruction and Guidance Center New Surveillance Cameras and Intercom Systems
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve the final payment to Insight Public Sector Inc. in the amount of $91,235.28 for Contract No. 2024-366 Memorial High School, William B. Travis Middle School & Instruction and Guidance Center New Surveillance Cameras and Intercom Systems.

D) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 17)
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2024-1021Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 17), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

RECOMMENDED VENDORS
Request for Proposal ("RFP") 2024-1021
Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 17)

No.	Responding Supplier	City	State	Recommendation
1	Art & Stitchery LLC	Shacklefords	VA	Qualified
2	Hunky Dory Threads	Dickinson	TX	Qualified
3	Go Press LLC Minuteman Press McAllen dba Minuteman Press McAllen	McAllen	TX	Qualified
4	Zephyr Headwear (Lakeshirts Holdings Inc. dba Lakeshirts Zephyr LLC)	DETROIT LAKES	MN	Qualified

E) Discussion and Possible Action on Approval of User Agreement No. 2026-144 Purchase Driver Records or Driver Record Monitoring Services with The Department of Public Safety of the State of Texas (DPS)
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent

F) Report Regarding Fees for Cooperative Agreements
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent

G) Report Regarding Total Expenditures for Cooperative Agreements
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent

H) Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 20)
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 20), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

RECOMMENDED VENDORS
Request for Proposal No. 2024-1020
Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 20)

No.	Vendor Name	City	State	Recommendation
1	Cosenza & Associates, LLC	Dallas	TX	Qualified
2	HighScope Educational Research Foundation	Ypsilanti	MI	Qualified
3	Strengthening Families Program LLC	Salt Lake City	UT	Qualified
4	Thriving Students Collective, Inc	Lafayette	CA	Qualified

8. **INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

A) **Instructional Services/ Instructional Leadership Item(s)** (Dr. Rosalba De Hoyos and/or Jeanette Nino)

1. Report Regarding Bilingual, ESL and Foreign Languages Department
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
For information purposes only.

Motion to rearrange the agenda to place item 8C)1 at this point of the agenda. This motion made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea

Aaron Rivera: Yea

Yea: 7, Nay: 0

2. Report Regarding Scholarships for Class of 2025 and Promote College Night for Class of 2026
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
For information purposes only.

B) **Human Resources Item(s)** (Dr. Albert Canales)

1. Discussion of the McAllen Independent School District Policy EFB (LOCAL)- School Library Advisory Council (SLAC) Resolution
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
For information purposes only.

2. Discussion of the McAllen Independent School District Policy EFB (LOCAL)- School Library Advisory Council Instructional Resources (SLAC) (First Reading)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
For information purposes only.

C) **Business and Operations Item(s)** (Lorena Garcia)

1. Discussion and Possible Action Regarding Donation and Transfer Agreement No. 2026-156 McAllen Independent School District Police Department Canine
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the donation of Chuy ("Canine") and approve Transfer Agreement No. 2026-156 McAllen Independent School District Police Department Canine. This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Robert Carreon: Yea
Erica de la Garza-Lopez: Yea
Roberto Haddad: Yea
Lizzie Kittleman: Yea
Sofia Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Yea

Yea: 7, Nay: 0

2. Discussion and Possible Action on the McAllen Independent School District September Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve the McAllen Independent School District September Budget Amendment for the General Fund for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026. This motion, made by Robert Carreon and seconded by Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

3. Discussion and Possible Action on Request for Proposal No. 2026-1006 Fully Insured Dental Plan

Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2026-1006 Fully Insured Dental Plan for a term of three (3) years, effective January 1, 2026, through December 31, 2029, Delta Plan. This motion, made by Trustee Lizzie Kittleman and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

Motion to Authorize Administration to conduct interviews with the agents with the most experience with Delta Dental. This motion, made by Trustee Robert Carreon and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

Motion to approve that Administration negotiates the draft contract. This motion, made by Trustee Roberto Haddad and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

Motion to Authorize the Superintendent to execute the contract and any amendments, if needed, once the contract has been successfully negotiated. This motion, made by Trustee Sofia Peña and seconded by Trustee Lucia Regalado, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

D) **Board of Trustees Item(s)**

1. Approval of Board of Education Meeting Minutes
   - Regular Board Meeting - October 7, 2025 5:30 PM

Motion to approve Board of Education meeting minutes as listed. This motion, made by Trustee Sofia Peña and seconded by Trustee Roberto Haddad, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

9. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**

The meeting recessed to closed session at 7:01 pm

A) Human Resources Recommendation(s) for School Year 2025-2026

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026

C) Discussion Regarding School Safety and Security

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

10. **RECONVENE IN OPEN SESSION**

The meeting reconvened in open session at 7:49 pm

11. **ACTION ON ITEM(S) IN CLOSED SESSION**

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2025-2026
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve Human Resources Recommendation(s) for School Year 2025-2026. This motion, made by Trustee Sofia Peña and seconded by Trustee Lucia Regalado, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
For information purposes only.

C) Discussion Regarding School Safety and Security

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

12. **SCHEDULED MEETINGS**

- Board Workshop (Facilities Needs Assessment) October 28, 2025 UTRGV McAllen ISD Collegiate Academy
- Regular Board Meeting November 11, 2025 5:30 PM - Dr. Ricardo Chapa Board Room/Administration Building
- Regular Board Meeting December 9, 2025 5:30 PM - Dr. Ricardo Chapa Board Room/Administration Building
- Board Workshop (Student Recognitions) December 16, 2025 5:30 - McAllen High School Auditorium PM

13. **ADJOURNMENT**

Motion to adjourn at 7:52 pm. This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

Board President

Board Secretary

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2025-2026

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2025-2026.

Attachment: ☐

SUBMITTED BY: Alberto Canales (Oct 30, 2025 14:33:57 CDT)

SUPERVISOR: Lorena Garcia (Oct 30, 2025 14:43:33 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Oct 30, 2025 15:52:18 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 11, 2025

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

Not Applicable

RECOMMENDED BOARD ACTION:

This item is for information only. No Board action required.

Attachment: ☐

SUBMITTED BY: Alberto Canales
Alberto Canales (Oct 31, 2025 09:30:24 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Nov 3, 2025 14:47:26 CST)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: alberto.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Nov 3, 2025 14:54:30 CST)

Superintendent of Schools