

# Agenda of Regular Meeting and Public Hearing on Financial Accountability

## The Board of Trustees Ector County Independent School District

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A Regular Meeting and Public Hearing on Financial Accountability of the Board of Trustees of Ector County Independent School District will be held October 21, 2025, beginning at 6:00 PM.

The subjects to be discussed or considered are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:  
Nimitz Middle School Students Alexandra Cruz and Acelynn Young.
4. Invocation: Children's Minister Shawn Green, New Dawn Fellowship Church
5. Special Presentations:  
Announcement of College Board Honorees  
Introduction of Dr. Ana Espino, Teaching Excellence Award  
Introduction of Jennifer Nunez, Yale 2025 Teacher Award  
Recognition of Yarezi Barrera, Third Place Winner in the Mexican American School Boards Association District Art Contest
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
  - A. Bond 2023 Update 3
  - B. Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000 21
  - C. Discussion of and Request for Approval of AIA Document A104 Standard Abbreviated Form of Agreement Between Owner and Contractor 45
  - D. Discussion of and Request for Approval of AIA Document G701-2017 Change Order Burlson ES 84
  - E. Discussion of and Request for Approval of AIA Document G701-2017 Change Order Travis ES 107
9. Board Policy
  - A. Discussion of and Request for Approval of Revisions to Board Policy CV(LOCAL) Facility Construction 137

B. Discussion of and Request for Approval of Revisions to Board Policy GKD(LOCAL) Community Relations: Nonschool Use of School Facilities	140
10. Public Hearing on Financial Accountability	
A. Public Hearing of District's FIRST (Financial Integrity Rating System of Texas) Report	144
11. Action Items	
A. Discussion of and Request for Approval of 2025 Certified Tax Roll	166
B. Discussion of and Request for Approval of Purchases over \$50,000	174
C. Discussion of and Request for Approval of 2025-2026 Budget Amendment #3	179
D. Discussion of and Request for Approval of AIA Document A104-2017 Standard Abbreviated Form of Agreement Between Owner and Contractor	183
E. Discussion of and Request for Approval of Resolution to Nominate Candidates to the Ector County Appraisal District Board	222
12. Consent Agenda	227
A. Request for Approval of Minutes of Meetings	228
B. Request for Approval of Bills for Payment	239
C. Request for Approval of Acceptance of Donations Over \$10,000	264
D. Request for Approval of the Updated 2025-2026 T-TESS and T-PESS Appraisers List	271
E. Request for Approval of Odessa High School Fine Arts Programs Student Out-of-State Travel to Hawaii	276
F. Request for Approval of Permian High School Panther Paws Student Out-of-State Travel to Orlando, FL	282
G. Request for Approval of Consent to Assign Interest in Oil & Gas Lease	287
H. Request for Approval of Recommendations of Library Materials	290
I. Request for Approval of a TEA-Approved Innovative Course	296
13. Report/Discussion Items	
A. Presentation of the 2026 ECISD Medical Plan Committee Update	298
14. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District, or hear a complaint or charge against an officer or employee.] (Discussion of Superintendent's Appraisal and Contract.); Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]	
A. Possible Action on Superintendent's Contract	308
15. Information Items	309
A. Financials	310
B. Purchases Over \$50,000 Informational Report	315
C. Routine Personnel Report	321
16. Closing Remarks by Superintendent	
17. Adjournment	



## **BOND 2023 UPDATE**

Superintendent and Board of Trustees will discuss various aspects of the 2023 Bond.



# BOND 2023

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School Board Update  
October 2025



# Ector County ISD

## CTE

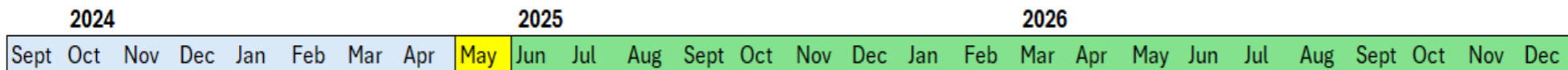


CONSTRUCTION UPDATE

**DESIGN**

- Site fill is in progress
- Permits received from the City of Odessa
- Foundation excavation in progress
- Foundation placement has started

COST SUMMARY	
Budget:	\$93,760,117
Encumbrance:	\$85,711,802
Actual:	\$8,048,315
Available:	\$0
Percentage Complete:	5%



Design
  Procurement
  Construction



# Ector County ISD

## Middle School

### CONSTRUCTION UPDATE

**Construction**

- Slab-on-grade placement at area D
- Site utilities is on-going
- Electrical and Plumbing is on-going
- Steel erection on-going
- Blockwork on-going around Fine Arts

### COST SUMMARY

Budget:	\$120,794,898
Encumbrance:	\$71,260,248
Actual:	\$35,270,302
Available:	\$14,264,348
Percentage Complete:	22%





# Ector County ISD

## Transition Learning Center



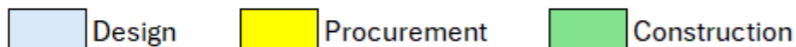
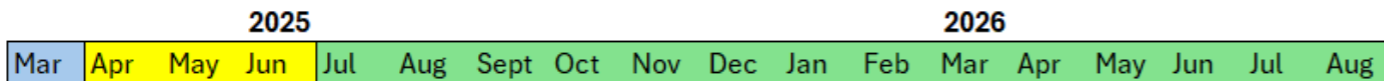
### CONSTRUCTION UPDATE

#### Design

- Start date 10/6/25
- Make Safe work in progress
- Temporary fencing
- Start demo

### COST SUMMARY

Budget:	\$8,000,000
Encumbrance:	\$6,588,585
Actual:	\$418,614
Available:	\$992,801
Percentage Complete:	4%



DIFFERENT FROM THE GROUND UP

# Ector County ISD

## Permian HS Auditorium Renovations



Construction Update	
<b>Site Summary</b>	
Interior scaffolding in place for mechanical, electrical, and plumbing trades. Foundation pad currently in progress for new addition. Drama room concrete flooring in place.	
<b>Cost Summary</b>	
	10
<b>Budget</b>	<b>\$12,500,000</b>
<b>Encumbrance</b>	<b>\$10,118,295</b>
<b>Actual</b>	<b>\$1,466,709</b>
<b>Available</b>	<b>\$914,996</b>
<b>Percentage Complete</b>	<b>5%</b>

July 2024 – April 2025  
Design



April – May 2025  
Procurement



June 2025 – May 2026  
Construction

# Ector County ISD

## Permian JROTC Facility



Construction Update	
<b>Site Summary</b>	
Footings and leveling work ongoing. Pesticides and termite spray going down. PEMB design is with factory, offsite fabrication in progress.	
<b>Cost Summary</b>	
	11
Budget	\$1,548,648
Encumbrance	\$1,259,420
Actual	\$289,228
Available	\$0
Percentage Complete	11%

August 2024 –  
January 2025  
Design



January – April  
2025  
Procurement



May 2025 –  
January 2026  
Construction

# Ector County ISD

## CTE – Ag Farm



### Construction Update

#### Site Summary

Fencing for site is in place.  
Coordinated with the county for entrance/exit.  
First phase of demolition begins this week.

#### Cost Summary

12

<b>Budget</b>	<b>\$7,500,000</b>
<b>Encumbrance</b>	<b>\$6,694,375</b>
<b>Actual</b>	<b>\$378,293</b>
<b>Available</b>	<b>\$427,332</b>
<b>Percentage Complete</b>	<b>4%</b>

July 2024 –  
March 2025  
Design



May - July 2025  
Procurement



August 2025 –  
June 2026  
Construction

# Ector County ISD

## Transportation



### Site Summary

Project is currently in the design phase. Committee meetings scheduled.

### COST SUMMARY

Budget	\$25,000,000
Encumbrance	\$1,429,501
Actual	\$5,367,787
Available	\$18,202,712
Percentage Complete	21%

April - October  
2025  
Design



November 2025–  
January 2026  
Procurement



March 2026  
Construction

# Ector County ISD

## Priority 1 and 2 Projects - Roofing



### Package 1- Construction

- Burleson- **Nearing Completion**
- Murry Fly- **Nearing Completion**
- Travis- **Nearing Completion**
- Zavala- **Nearing Completion**



### Package 2- Design & Planning Stage

- Noel
- San Jacinto
- Cameron
- Crockett
- Ector MS

# Ector County ISD

## Priority 1 and 2 Projects – Travis Elementary School



- Plumbing work is ongoing.
- Trenches have been dug in many halls and rooms to replace sanitary lines.
- Sanitary line on the north side of the north wing has been laid and inspected by the City of Odessa.
- All plumbing in the south hall is completed and has been inspected by the City of Odessa.
- Demolition continues in the gang restrooms.
- Concrete patching for the trenches to begin Monday, October 20.

15

# Technology

## PA, Bell, Alarm and Clock Refresh

9 campuses approaching 100% completion. The most recent campus completed is Goliad Elementary. The next school scheduled for upgrade is Cameron Elementary.

## Surveillance

Over 26 campuses are now equipped with new security cameras. The next three schools on the installation list are Burleson, Sam Houston, and Dowling .



16

# Fine Arts Update

- \$2.8 million have been spent ordering 1,469 instruments.
- 1,358 have arrived.
- 232 have been delivered since the beginning of August.
- All middle school risers have been delivered.



17

# FINANCE

18



**ECISD Bond 2023  
Costs by Project  
as of 10/1/2025**



Notes	Project Name	Initial Project Budget	Moved Budget	Adjusted Budget	Actual Paid 2023/2024	Actual Paid 2024/2025	Actual Paid 2025/2026	Purchase Orders Encumbrance	Remaining Available	Percentage Utilized
1	MIDDLE SCHOOL	120,000,000	794,898	120,794,898	2,490,112	24,154,364	8,625,826	71,260,248	14,264,348	22%
2	PRIORITY 1&2 ITEMS	117,783,000	685,000	118,468,000	187,989	3,992,739	4,255,883	9,712,246	100,319,143	4%
3	HS/CTE CENTER	80,000,000	13,760,117	93,760,117	398,966	4,277,344	3,372,005	85,711,802	-	5%
4	TRANSPORTATION FACILITY	35,000,000	(10,000,000)	25,000,000	47,250	5,320,537		1,429,501	18,202,712	21%
5	AUDITORIUM RENO-PHS	12,500,000		12,500,000		612,239	854,470	10,118,295	914,996	5%
6	TECHNOLOGY-PA, BELL, CLOCK, FA SYS	10,000,000		10,000,000		4,615,643	188,703	3,346,829	1,848,825	46%
7	LAND PURCHASE	9,000,000	(4,603,663)	4,396,337	16,988	75,730		-	4,303,620	2%
8	TRANSITION LEARNING CENTER	8,000,000		8,000,000		286,175	132,439	6,588,585	992,801	4%
9	AG FARM BUILDINGS-CTE	7,500,000		7,500,000		311,002	67,291	6,694,375	427,332	4%
10	TECHNOLOGY ITEMS-SURVEILLANCE	6,000,000		6,000,000		4,656,069	9,770	566,262	767,899	78%
11	FINE ARTS INSTRUMENTS	3,665,000		3,665,000	299,663	1,603,320	590,325	291,866	879,826	52%
12	TECH ITEMS-FLT PNL BDS,AV EQP	3,500,000		3,500,000	3,422,512	76,872		-	616	100%
13	TECHNOLOGY - PHONE SYS	2,500,000		2,500,000		-		-	2,500,000	0%
14	TRANSPORTATION BUSES	2,450,000		2,450,000		-	498,913	1,913,384	37,703	0%
15	JROTC FACILITY	1,500,000	48,648	1,548,648		165,282	123,946	1,259,420	-	11%
16	TECHNOLOGY ITEMS - AV EQUIP	1,500,000		1,500,000		984,162		-	515,838	66%
17	ATH-MS GYM BLEACHERS	1,000,000		1,000,000		845,158		-	154,842	85%
18	MS UNIF-BAND&MARIACHI	685,000	(685,000)	-		-		-	-	0%
19	ATH-BB & TENNIS LIGHTS-OHS	650,000	(14,200)	635,800		611,691		-	24,109	96%
20	ATH-MS TENNIS COURT RESURFACE	480,000		480,000	216,826	121,812		-	141,362	71%
21	ATH-BASEBALL LIGHTING-PHS	400,000	14,200	414,200		413,200		-	1,000	100%
22	MS PERFORMANCE RISERS	150,000		150,000		82,018		62,590	5,392	55%
	<b>Totals</b>	<b>\$ 424,263,000</b>	<b>\$ -</b>	<b>\$ 424,263,000</b>	<b>\$ 7,080,306</b>	<b>\$ 53,205,356</b>	<b>\$ 18,719,571</b>	<b>\$ 198,955,403</b>	<b>\$ 146,302,365</b>	
	<b>Percent</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>	<b>2%</b>	<b>13%</b>	<b>4%</b>	<b>47%</b>	<b>34%</b>	

**Notes:**

- 1 Moved MS land costs and matching budget from land project to MS project totaling \$794,898.
- 2 Moved budget from MS Uniforms to Priority 1 & 2 of \$685,000.
- 3 Unused funds of \$10m from the Transportation Facility and unused funds of \$3,760,117 from land purchase were reallocated to the CTE High School.
- 3 CTE High School donation from PSP of an additional \$10 million is accounted for separately in Fund 468 so that it is not commingled with bond funds.
- 4 Moved budget of \$10m to CTE High School.
- 7 Unused funds from land purchased were reallocated as follows: MS \$794,898; CTE HS \$3,760,117, and \$48,648 for JROTC facility.
- 15 Moved from land project to ROTC facility to cover slight increase in cost of \$48,648.
- 18 Moved budget to Priority 1 & 2 of \$685,000. Uniforms will be purchased with general funds.
- 19 Moved budget of \$14,200 from one light project to the other.
- 21 Moved budget of \$14,200 from one light project to the other.

# THANK YOU





## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Albessa Chavez, Chief Financial Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND 2023 PURCHASES OVER \$50,000**

**DATE:** October 21, 2025

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As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

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Administrative Recommendation:  
Approval of Bond 2023 Purchases over \$50,000

ECISD  
Request for Bond Purchases Over \$50,000  
October 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1B	Blue Box LLC Lakeshore Learning Materials Learning Environments LLC Meteor Education, LLC Officewise Furniture & Supply School Outfitters School Specialty LLC	\$ 10,000,000	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFQ 26-03	Furniture, Fixtures, and Equipment (FF&E)	The district will engage this pool of vendors to ensure the educational specifications and the needs of the buildings are met in regard to the aesthetics and durability of the furniture and equipment.	FY 2026 / FY 2028
2B	CSI Lubbock	\$ 2,200,000	Bond Funds 693	Lauren Tavarez Information Technology	ECISD AWARDED RFP 25-06-1	PA Bells and Alarm Refresh	Refresh or replace all public address systems, bells and alarms in each ECISD School.	2025-2026  22
3B	Amstar, Inc.	\$ 1,683,487	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Sam Houston Elementary. Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Electrical Distribution ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
4B	Henthorn Commercial Construction	\$ 1,571,513	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Zavala Elementary. Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Wall Repair Exterior Waterproofing ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
5B	WR Construction	\$ 1,302,033	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at San Jacinto Elementary. WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026

ECISD  
Request for Bond Purchases Over \$50,000  
October 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
6B	Lopez and Son's, Inc.	\$ 1,271,650	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Reagan Elementary. Lopez and Son's, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
7B	Amstar, Inc.	\$ 1,102,313	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Murry Fly Elementary. Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant Electrical Gear Plumbing – Sanitary Plumbing – Domestic Water Valves ADA Compliance	2025-2026
8B	LMC Corporation	\$ 1,102,146	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Alamo Elementary. LMC is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant Plumbing- Domestic Water Plumbing - Sanitary Sewer	2025-2026
9B	Command Commissioning, LLC PBK/LEAF Engineers Parkhill, Smith & Cooper, Inc Bath Group, LLC SSR – Smith, Seckman, Reid EMA Engineering & Consulting	\$ 1,000,000	Bond Funds 693	Exalander Magallan District Operations	RENEWAL ECISD AWARDED RFQ 25-09 1 OF 4 OPTIONAL RENEWALS	Commissioning Agent	ECISD will utilize a commissioning agent for all new construction projects to ensure the buildings meet requirements, design specifications and industry standards.	FY 2026 / FY 2028
10B	LMC Corporation	\$ 952,893	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Cameron Elementary. LMC is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Wall Repair - Exterior Waterproofing ADA Compliance Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026

ECISD  
Request for Bond Purchases Over \$50,000  
October 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
11B	WR Construction	\$ 848,036	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Burnet Elementary. WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant ADA Compliance Plumbing - Sanitary Sewer	2025-2026
12B	Henthorn Commercial Construction	\$ 842,413	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Ross Elementary. Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant Electrical Distribution ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	24 2025-2026
13B	Lopez and Son's, Inc.	\$ 741,750	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Alternative Education Center, Crockett Middle School, and Food Service. Lopez and Son's is the general contractor that will be completing the following priority 1 and 2 renovation tasks: HVAC- Mechanical Electrical Distribution/Electrical Gear ADA Compliance Waterproofing Plumbing- Sanitary Sewer Plumbing- Domestic	2025-2026
14B	Teinert Construction	\$ 648,141	Bond Funds 693	Exalander Magallan District Operations	BUYBOARD 783-25	Job Order Contracting General Construction Services	Job Packages for 25-26 at Blackshear Elementary. Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Wall Repair- Exterior Waterproofing ADA Compliance Plumbing - Sanitary Sewer	2025-2026

ECISD  
Request for Bond Purchases Over \$50,000  
October 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
15B	Teinert Construction	\$ 529,613	Bond Funds 693	Exalander Magallan District Operations	BUYBOARD 783-25	Job Order Contracting General Construction Services	Job Packages for 25-26 at Bowie Middle School and Gonzales Elementary. Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Electrical Distribution HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer ADA Compliance Waterproofing Sealant	2025-2026  25
16B	Lopez and Son's, Inc.	\$ 519,714	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Crockett Middle School. Lopez and Son's is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Electrical Distribution/Electrical Gear	2025-2026
17B	SAFEbuilt Texas, LLC	\$ 150,000	Bond Funds 693	Exalander Magallan District Operations	RENEWAL ECISD AWARDED RFQ 25-08 1 OF 4 OPTIONAL RENEWALS	Third Party Review and Inspections	ECISD has two upcoming construction projects outside the city limits and will need to contract an inspector to ensure the buildings are up to code.	FY 2026 / FY 2028
18B	Lopez and Son's, Inc.	\$ 114,511	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Alternative Education Center. Lopez and Son's is the general contractor that will be completing the following priority 1 and 2 renovation tasks:Electrical Distribution/Electrical Gear	2025-2026

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



**RFQ #26-03 – Furniture, Fixtures, and Equipment (FF&E)**

- **Purpose:** ECISD will need to furnish new construction projects from the 2023 bond package. The district will engage this pool of vendors to ensure the educational specifications and the needs of the buildings are met in regard to the aesthetics and durability of the furniture and equipment. The construction projects included are:
  - **Adela & Gilbert Vasquez Middle School**
  - **ECISD New CTE Facility**
  - **ECISD New Transition Learning Center**
  - **ECISD New Ag Farm Facility**
  
- **Background Info:** The 2023 ECISD Bond Package called for construction of new buildings. Furniture, fixtures, and equipment (FF&E) are separate from the construction budget of the building. ECISD distributed a request for qualifications (RFQ) to gather vendors able to provide FF&E for the listed buildings.
  
- **Cost:** \$10,000,000
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
  - Blue Box LLC
  - Lakeshore Learning Materials
  - Learning Environments LLC
  - Meteor Education, LLC
  - Officewise Furniture & Supply
  - School Outfitters
  - School Specialty LLC

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
 ODESSA, TEXAS  
 RFQ 26-03 Furniture, Fixtures, and Equipment (FF&E)  
 SCORE SHEET  
 Closed: September 24, 2025 1:00PM

Consolidated

Criteria	Suppliers									
	Blue Box LLC	Lakeshore Learning Materials	Learning Environments LLC	Meteor Education, LLC	OFFICE DESIGN CONCEPTS Corp	Officewise Furniture & Supply	School Outfitters	School Specialty LLC	Shelby Distributions	Tangram Interiors
Evaluator 1	80	85	100	95	35	100	100	100	60	60
Evaluator 2	90	85	95	90	65	95	75	95	55	75
Evaluator 3	93	85	95	95	65	98	86	100	62	71
Evaluator 4	85	87	89	87	65	88	83	88	63	82
Evaluator 5	88	87	94	88	44	87	89	81	51	38
<b>Total</b>	<b>436</b>	<b>429</b>	<b>473</b>	<b>455</b>	<b>274</b>	<b>468</b>	<b>433</b>	<b>464</b>	<b>291</b>	<b>326</b>
<b>Average</b>	<b>87</b>	<b>86</b>	<b>95</b>	<b>91</b>	<b>55</b>	<b>94</b>	<b>87</b>	<b>93</b>	<b>58</b>	<b>65</b>

**Toby Lefevers**  
Director of Information Technology  
432-456-8643  
806 N Lee Ave  
Odessa, TX 79761  
Toby.Lefevers@ectorcountysd.org



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## **Renewal Rebid RFP #25-06-1 – District-wide PA-Bell-Clock Refresh – 1 of 4 Optional Renewals**

- **Purpose:** Refresh or replace all public address systems, bells and alarms in each ECISD School. This project is part of the 2023 Bond commitment.
- **Background Info:** The public address system, bells and alarms on campuses and district facilities in the district are at end of life and are part of the bond that passed in 2023. This RFP can be renewed until the project is complete or the optional renewals expire.
- **Cost:** \$2,200,000
- **Funding Source:** 693 - Bond Funds

**Recommended Supplier/Service Provider:** CSI Lubbock

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**Board Approval**

---

**Date**

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Sam Houston Elementary.**

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Waterproofing
  - Electrical Distribution
  - ADA Compliance
  - HVAC- Mechanical
  - Plumbing - Domestic Water
  - Plumbing - Sanitary Sewer
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 1,683,486.73**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - Amstar, Inc.

\_\_\_\_\_

Board Approval

\_\_\_\_\_

Date

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Zavala Elementary.**

- **Purpose:** Henthorn is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Wall Repair Exterior
  - Waterproofing
  - ADA Compliance
  - HVAC- Mechanical
  - Plumbing - Domestic Water
  - Plumbing - Sanitary Sewer
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 1,571,512.95**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - Henthorn Commercial Construction

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at San Jacinto Elementary.**

- **Purpose:** WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Waterproofing
  - ADA Compliance
  - HVAC- Mechanical
  - Plumbing - Domestic Water
  - Plumbing - Sanitary Sewer
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 1,302,033.45**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - WR Construction

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Board Approval

---

Date

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountysd.org](mailto:Exalander.Magallan@ectorcountysd.org)



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**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Reagan Elementary.**

- **Purpose:** Lopez & Sons is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Waterproofing
  - ADA Compliance
  - HVAC- Mechanical
  - Plumbing - Domestic Water
  - Plumbing - Sanitary Sewer
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 1,271,650.45**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - Lopez & Sons, Inc.

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

**Exalander Magallan**

Director of District Operations  
(432) 456-9659  
802 N. Sam Houston  
Odessa, TX 79761  
[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Murry Fly Elementary School**

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Murry Fly Elementary School:
  - Waterproofing Sealant
  - Electrical Gear
  - Plumbing – Sanitary
  - Plumbing – Domestic Water Valves
  - ADA Compliance
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Cost:** \$1,102,312.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
  - Amstar, Inc.

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Alamo Elementary.**

- **Purpose:** LMC is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Waterproofing Sealant
  - Plumbing- Domestic Water
  - Plumbing - Sanitary Sewer
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 1,102,146.20**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - LMC Corporation

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**Renewal RFQ #25-09 – Commissioning Agent- 1 of 4 optional renewals**

- **Purpose:** ECISD will utilize a commissioning agent for all new construction projects to ensure the buildings meet requirements, design specifications and industry standards.
- **Background Info:** ECISD will utilize these services for the following projects:
  - New Middle School
  - CTE Facility
  - CTE – Ag Farm
  - Permian JROTC Facility
  - Transition Learning Center
- **Cost:** \$1,000,000
- **Funding Source:** 693 - Bond funds
- **Recommended Supplier/Service Provider:**
  - Command Commissioning, LLC
  - PBK/LEAF Engineers
  - Parkhill, Smith & Cooper, Inc
  - Bath Group, LLC
  - SSR – Smith, Seckman, Reid
  - EMA Engineering & Consulting

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

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Director of District Operations

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802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Cameron Elementary.**

- **Purpose:** LMC is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Wall Repair - Exterior
  - Waterproofing
  - ADA Compliance
  - Plumbing - Domestic Water
  - Plumbing - Sanitary Sewer
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 952,893.45**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - LMC Corporation

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

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Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Burnet Elementary.**

- **Purpose:** WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Waterproofing Sealant
  - ADA Compliance
  - Plumbing - Sanitary Sewer
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 848,036.45**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - WR Construction

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

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Director of District Operations

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802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Ross Elementary.**

- **Purpose:** Henthorn is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Waterproofing Sealant
  - Electrical Distribution
  - ADA Compliance
  - HVAC- Mechanical
  - Plumbing - Domestic Water
  - Plumbing - Sanitary Sewer
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 842,412.95**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
  - Henthorn Commercial Construction

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

**Exalander Magallan**

Director of District Operations

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802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



**RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26:**

- Alternative Education Center
- Crockett Middle School
- Food Service
- **Purpose:** Lopez & Sons is the general contractor that will be completing the following priority 1 and 2 renovation tasks at schools listed above:
  - HVAC- Mechanical
  - Electrical Distribution/Electrical Gear
  - ADA Compliance
  - Waterproofing
  - Plumbing- Sanitary Sewer
  - Plumbing- Domestic
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Total Costs: \$ 741,750.00**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
  - Lopez & Sons, Inc.

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

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802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**BuyBoard Contract #783-25 – Job Order Contracting (JOC) (RS Means) for Trades**

- Blackshear Elementary School
- **Purpose:** Teinert is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Wall Repair- Exterior
  - Waterproofing
  - ADA Compliance
  - Plumbing - Sanitary Sewer
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Total Costs: \$ 648,141.39**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
  - Teinert Construction

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

**Exalander Magallan**

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**BuyBoard Contract #783-25 – Job Order Contracting (JOC) (RS Means) for Trades**

- Bowie Middle School
- Gonzales Elementary School
- **Purpose:** Teinert is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Electrical Distribution
  - HVAC- Mechanical
  - Plumbing - Domestic Water
  - Plumbing - Sanitary Sewer
  - ADA Compliance
  - Waterproofing Sealant
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Total Costs: \$ 529,612.95**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - Teinert Construction

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

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802 N. Sam Houston

Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**RFP #24-31– Job Order Contracting Services for General Construction – Job Packages for 25-26 at Crockett Middle School**

- **Purpose:** Lopez & Sons is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Electrical Distribution/Electrical Gear
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 519,714.34**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - Lopez & Sons, Inc

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

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[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



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**Renewal RFQ #25-08 – Third Party Review and Inspections- 1 of 4 optional renewals**

- **Purpose:** ECISD has two upcoming construction projects outside the city limits and will need to contract an inspector to ensure the buildings are up to code.
- **Background Info:** ECISD will utilize these services for the new middle school construction along with the construction of a new ag farm facility.
- **Cost:** \$150,000
- **Funding Source:** 693 - Bond funds
- **Recommended Supplier/Service Provider:**
  - SAFEbuilt Texas, LLC

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

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Odessa, TX 79761

[Exalander.Magallan@ectorcountyisd.org](mailto:Exalander.Magallan@ectorcountyisd.org)



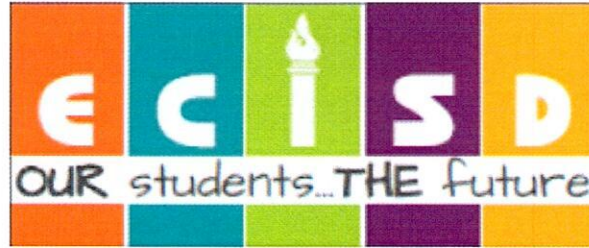
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**RFP #24- 31– Job Order Contracting Services for General Construction – Job Packages for 25-26 at Alternative Education Center**

- **Purpose:** Lopez & Sons is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
  - Electrical Distribution/Electrical Gear
  
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
  
- **Total Costs: \$ 114,510.58**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
  - Lopez & Sons, Inc

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date



**Ector County Independent School District**

**Action Page**

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent – District Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF AIA Document A104 Standard Abbreviated Form of Agreement Between Owner and Contractor**

**DATE:** October 21, 2025

---

The Administration requests that the Board approve the A104 - 2017 AIA Standard Form of Agreement Between the Owner (ECISD) and Contractor (Amstar), which is dated 4-7-2025. Construction services for Package 1- Burleson ES and Travis Magnet ES. Priority 1 & 2 Bond Projects cost is \$2,301,921.39. This item was previously approved by the administration as vendors for these services were procured via cooperative purchasing. Because the delivery method for these services was Job Order Contracting, the administration must obtain Board approval as well.

\*\*\*\*\*

**Administrative Recommendation:**

Approval of the A104-2017 Standard Form of Agreement between ECISD and Amstar for Package 1-Burleson ES and Travis ES Priority 1 & 2 Bond Projects.



# AIA® Document A104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the Seventh day of April in the year Two Thousand Twenty-Five.

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

**BETWEEN** the Owner:

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

Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79761  
432.456.0000 phone  
www.ectorcountyisd.org

and the Contractor:

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

Amstar, Inc.  
1211 Pleasanton Road  
San Antonio, Texas 78214  
210.927.5705 phone  
210.927.5710 fax  
www.amstarincgc.com

for the following Project:

*(Name, location and detailed description)*

Ector County Independent School District  
Package 1 - Burleson ES and Travis Magnet ES  
Priority 1 & 2 Projects Bond  
Burleson Elementary School,  
3900 N. Golder Ave., Odessa, Texas 79764

Travis Magnet Elementary,  
1400 S. Lee Ave., Odessa, Texas 79761

The Architect:

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

Parkhill  
1700 W Wall Street, Suite 100  
Midland, Texas 79701  
432.697.1447 phone  
www.parkhill.com

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and AMSTAR, Inc. (hereinafter referred to as "Contractor") desire to enter into a contract under which Contractor will perform construction services relating the above-referenced Projects on behalf of Owner.

### ADDITIONS AND DELETIONS:

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

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

Init.

User Notes:

WHEREAS Owner and Contractor have agreed to enter into AIA Document A104-2017 Agreement ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:



Init.

/

## TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

### EXHIBIT A DETERMINATION OF THE COST OF THE WORK

#### ARTICLE 1 THE WORK OF THIS CONTRACT

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

#### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

Init.

/

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

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

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

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

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: July 18, 2025

§ 2.3.2 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:

**Portion of Work**

**Substantial Completion Date**

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 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 one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

(Paragraphs deleted)

§ 3.2 The Stipulated Sum shall be Two Million, Three Hundred and One Thousand, Nine Hundred Twenty-One dollars and Thirty-Nine cents (\$ 2,301,921.39 ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.2.2 Unit prices, if any: Refer to Addendum A.

(Table deleted)

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Init.

Item	Price
Commercial Permit	\$11, 509.64

**§ 3.3** Liquidated damages, if any:

*(Paragraphs deleted)*

It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion and Final Completion of the Project, and Owner shall sustain actual and direct damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. The Contractor is subject to liquidated damages, as specified in this Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion. The Owner may deduct from the Final Payment made to the Contractor the sum of \$200 per day for each and every additional calendar day beyond the agreed date of Substantial Completion. Contractor and Owner agree that the amount

*(Table deleted)*

*(Paragraphs deleted)*

of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$200 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

**§ 4.1.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment to Contractor for undisputed amounts in the manner and within the time provided in the Contract Documents and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 *et seq.*, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

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

N/A

**§ 4.1.3**

The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within Forty-Five (45) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025

**§ 4.1.4**

Until Final Completion of the Work, the Owner

*(Paragraphs deleted)*

shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided in this Agreement. The retainage shall be paid with the Final Payment. *(Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).*

§ 4.1.5 Undisputed payments overdue and unpaid under the Contract Documents shall bear interest as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 4.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment. Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k), pursuant to 19 TAC Section 61.1040(f).

§ 4.2.3 The making of final payment shall not constitute a waiver of any Claims by the Owner.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Paragraph deleted)*

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as amended.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Please refer to specifications noted on drawings.

*(Table deleted)*

§ 6.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

The Drawings are those prepared by Parkhill for Burselson IFC dated 3/7/2025 and Travis IFC dated 3/14/2025, and which are listed in the Index of Drawings attached hereto as Exhibit A.

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 001 - Burleson	3/21/2025	58
Addendum 001 - Travis	3/21/2025	61

*(Paragraphs deleted)*

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:  
*(Check all boxes that apply.)*

[ ]

*(Paragraphs deleted)*

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

RFP/Contractor's Proposal, if applicable  
Addendum A: Unit prices  
Exhibit 1: OCIP and Other Insurance Requirements

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any reference to Contract Documents herein shall include the Construction Documents, and any other documents included in the Contract Documents, as amended and/or supplemented for this Project.

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project.

### § 7.2 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 written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

Init.

**§ 7.2.1** To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract by Contractor.

### **§ 7.3 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. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

### **§ 7.4 Construction Documents**

Construction documents include 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. Construction documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### **§ 7.5 Ownership and use of Drawings, Specifications and Other Construction Documents**

**§ 7.5.1** All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Construction Documents. 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 any reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce the Construction Documents provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Construction Documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

### **§ 7.6 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.

### **§ 7.7 Building Information Models Use and Reliance**

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.

## § 7.8 Severability

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.

## § 7.9 Notice

### § 7.9.1

*(Paragraphs deleted)*

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

*(Paragraph deleted)*

## § 7.10 Relationship of the Parties

It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement 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 or any of its authorized representatives 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.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

§ 8.1.3 [Intentionally Deleted]

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents, or repeatedly fails to carry out the 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 is 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. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

### § 8.3 Owner's Right to Carry Out the Work

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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. The Architect shall, pursuant to Section 15.4.3, 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 the Owner's expenses and compensation for the Architect's and other consultants' additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then 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, then the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** 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 represents and warrants by submission of a Proposal that it has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

**§ 9.1.2** 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 8.1.2, 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 for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; 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 involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

**§ 9.1.3** Neither the Owner nor the Contractor is 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.

### **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** 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, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of

campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

**§ 9.2.3** The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all sub-contractors and sub-sub-contractors.

**§ 9.2.4** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 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.

**9.2.5** The Contractor shall review Subcontractor 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 Paragraph 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.

**§ 9.2.6** Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

### **§ 9.3 Labor and Materials**

**§ 9.3.1** 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. Texas Government Code § 2269.054. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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.

**§ 9.3.2** 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 skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

#### **§ 9.3.4 CRIMINAL HISTORY CHECKS**

**§ 9.3.4.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.08341 on all "covered employees" (as defined in Section 9.3.4.3) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Contractor's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 9.3.4.2** Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 9.3.4.3** For the purposes of this Section, "covered employees" means employees, agents or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the 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 contracting entity adopts a policy prohibiting employees, contractors, and subcontractors from interacting with students or entering areas used by students, informs employees, contractors, and subcontractors of the policy, and enforces the policy at the work area. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the

Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060 and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful materials to a minor. The term "instructional facility" means real property, and improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

### **§ 9.3.5 Prevailing Wage Rates**

**§ 9.3.5.1** Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum Wage Schedule" attached to this Agreement. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code Section 2258.001 *et seq.*

**§ 9.3.5.2** Contractor shall forfeit, as a penalty to the Owner, \$60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

**§ 9.3.5.3** Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors."

**§ 9.3.5.4** In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages."

**§ 9.3.5.5** If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. Section 276a, (which can be accessed on the internet at <https://www.wdol.gov/> or <https://beta.sam.gov/>) effective as of the date of this Agreement.

### **§ 9.4 Warranty**

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 generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material 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 (unless such maintenance is Contractor's responsibility), improper operation or normal wear and tear under normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. All other 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 15.6.3. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

## **§ 9.5 Taxes**

Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. 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

## **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 16.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work. 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.

## **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

**§ 9.7.1** When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

## **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the

Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

**§ 9.9.2** [Intentionally deleted]

**§ 9.9.3** 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals. 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.

### **§ 9.10 Use of Site**

**§ 9.10.1** 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.

**§ 9.10.2** 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. The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

**§ 9.10.3** Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

**§ 9.10.4** Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at 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 the Building.

#### **§ 9.11 Cutting and Patching**

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 results in Work that is in accordance with the Construction Documents and Contract Documents. No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work. All areas requiring 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.

#### **§ 9.12 Cleaning Up**

The Contractor 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 of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition. 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 seek reimbursement from the Contractor.

#### **§ 9.13 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.

#### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH 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 ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

#### **§ 9.15 Indemnification**

**§ 9.15.1** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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

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(INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED 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. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

**§ 9.15.2** IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 9.15 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 9.15.1 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.

**§ 9.15.3** THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 9.15 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ.*

**§ 9.15.4** THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 9.15.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 9.15.1 ABOVE.

**§ 9.15.5** THE PROVISIONS OF SECTION 9.15 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT

**§ 9.15.6** 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 Paragraph 9.15, 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.

**§ 9.15.7** It is understood and agreed that Subparagraph 9.15.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

**§ 9.15.8** THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK

WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 9.15.1 ABOVE.

**§ 9.16 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 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2.. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract Documents, or as they may be amended in the future.

**§ 10.2** 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.

**§ 10.3** The Architect or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's authorized representative or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or Owner's authorized representative, Architect's project representative, and Architect. Architect or his authorized representative will 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. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, 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. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not 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 at no additional cost to Owner.

**§ 10.4** The Architect 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 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. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

**§ 10.5** Based on the Architect's evaluations of the Work and 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.

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§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 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.

§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within 14 (fourteen) days after receipt of the Contractor's list of Subcontractors and suppliers. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner. 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. When the parties agree on a proposed substitute Subcontractor, 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. 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.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.4 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 Sums shall be allowed for failure to so inspect or investigate.

### **§ 11.5 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

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or the Contractor.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 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. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate written Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. 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.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction 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. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor,

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services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 13.6 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. 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.

§ 13.7 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 13.8 If the Contract Sum is \$1,000,000.00 or more, or if the Contract Sum is less than \$1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to \$1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

#### **ARTICLE 14 TIME**

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 15.7.1. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by fire, governmental actions, or adverse weather conditions not reasonably anticipatable and sufficiently documented; or (3) by other causes that the Contractor asserts, and the Architect and Owner determine, may justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine, subject to the provisions of Article 21.

§ 14.6 This Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time.

#### **ARTICLE 15 PAYMENTS AND COMPLETION**

##### **§ 15.1 Schedule of Values**

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price 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 of values, 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

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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.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate [Intentionally deleted]

*(Paragraphs deleted)*

§ 15.3 Applications for Payment

§ 15.3.1 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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage; and include any revised cost control information required by Section 15.2.4. 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 Contractor has self-performed the Work.

§ 15.3.1.1 Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 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 Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 15.3.1.2 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. *(Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).*

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- .4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.
- .5 Payment shall not include any charges for overhead or profit on stored materials.

- .6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

**§ 15.3.4** 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 other encumbrances adverse to the Owner's interests. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen, laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

**§ 15.3.5** By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; 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 received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Application for Payment; 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 Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors 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 performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

#### **§ 15.4 Certificates for Payment**

**§ 15.4.1** 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 if incomplete or inaccurate. If the Application for Payment is complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or (2) notify the Contractor and Owner in writing with a detailed statement of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq.* Owner may not withhold from payments more than 110% of the disputed amount. Owner shall provide certifications of payment for any of the Owner's separate consultants or contractors on Architect's prior written request.

**§ 15.4.2** 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, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct. 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 by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

**§ 15.4.2.1** 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.

**§ 15.4.3** 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 15.4.2 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 15.4.1. If the Contractor and the 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 9.2.2, 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; or
- .8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

**§ 15.4.4** When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, the Contractor may submit a Claim in accordance with Article 21.

**§ 15.4.5** 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, upon ten (10) additional 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.

**§ 15.4.6** If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

**§ 15.4.7** 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 either to:

- .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.

#### **§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after 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. 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 Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. 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, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

**§ 15.5.2** [Intentionally deleted]

**§ 15.5.3** 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.

**§ 15.5.4** 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.

**§ 15.5.5** Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

#### **§ 15.6 Substantial Completion**

**§ 15.6.1** 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; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have

been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's or the State's Substantial Completion Certificate. The payment certification shall state the date of Substantial Completion, the punch list provided by the Contractor to address all remaining areas of the Project, and all known Owner-accepted non-conforming work. Required certifications of work requested or required by the Owner shall be limited to work required under the Contract Documents.

**§ 15.6.2** 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.

**§ 15.6.3** Upon receipt of the Contractor's list, the Architect 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 Architect shall so notify the Contractor and Owner in writing, and 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. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue a Certificate of Substantial Completion which 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 Final Completion of the Work or designated portion thereof.

**§ 15.6.4** 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.

### **§ 15.7 Final Completion and Final Payment**

**§ 15.7.1** Upon receipt of the Contractor's written 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 fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents, and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

**§ 15.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including costs and reasonable attorneys' fees. 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 16.4, 16.5, and 16.6;
- .2 Final list of subcontractors (AIA Document G705);

Init.

- .3 Contractor's warranties, organized as required elsewhere in the Contract Documents;
- .4 Maintenance and Instruction Manuals;
- .5 Owner's Final Completion Certificate; and
- .6 "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, sepi, 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. Final payment shall be

**§ 15.7.3** The making of final payment shall

*(Paragraphs deleted)*

not constitute a waiver of any claims by the Owner.

**§ 15.7.4** Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 21 and identified by that payee as unsettled at the time of the final Application for Payment.

**ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

**§ 16.1 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.

**§ 16.1.2** 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 perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

**§ 16.1.3** Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, 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 any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed 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 person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 16.1.4 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

§ 16.1.5 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 Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;
- .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 other buildings, and other contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities, tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3.

§ 16.1.6 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

§ 16.1.7 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.

§ 16.1.8 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.

#### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of 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, in writing, the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 16.2.2 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 9.15.

§ 16.2.3 The Owner shall not be responsible under this Section 16.2 for hazardous materials or substances the Contractor brings to the site.

*(Paragraphs deleted)*

### § 16.3 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

*(Paragraph deleted)*

§ 16.3.1 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.

*(Paragraph deleted)*

§ 16.3.2 Final Payment shall not be made until this written certification has been received.

*(Paragraph deleted)*

### § 16.4 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

*(Paragraph deleted)*

§ 16.4.1 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".

*(Paragraph deleted)*

§ 16.4.2 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.

*(Paragraphs deleted)*

### § 16.5 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

*(Paragraphs deleted)*

## ARTICLE 17 INSURANCE AND BONDS

*(Paragraphs deleted)*

### § 17.1 Owner Controlled Insurance Program

§ 17.1.1 The Contractor shall fully comply with all requirements relating to insurance for the Project as set forth in this Article 17 Owner Controlled Insurance Program (OCIP) and *Exhibit 1: OCIP and Other Insurance Requirements*.

§ 17.1.2 The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability and Excess Liability. In addition, Owner will provide Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

§ 17.1.3 All insurance premiums associated with the OCIP will be paid by the Owner.

§ 17.1.4 While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all

insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

**§ 17.1.5** The Owner has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in and comply with all requirements of the OCIP. A copy of the OCIP Manual will be provided by the Owner and made part of the Owner Contractor Agreement.

**§ 17.1.6** Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements

**§ 17.1.7** Survival. The insurance provisions of this Article 17 shall survive any termination of this Contract.

*(Table deleted)*

**§ 17.2 Owner's Insurance**

**§ 17.2.1** The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date of Substantial Completion and such date of Owner responsibility shall be documented in the Certificate of Substantial Completion. If Owner occupies or uses any completed or partially-completed portion of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, if any, Contractor's builder's risk shall be primary and non-contributory.

**§ 17.2.2** Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

*(Paragraphs deleted)*

**§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** All insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. The Contractor shall require similar written waivers in favor of the Owner, from the subcontractors and sub-subcontractors. The policies of insurance purchased and maintained by Contractor pursuant to this section 17.2.2.7 shall not prohibit this waiver of subrogation.

**§ 17.2.2.7.2** The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work with insurers, regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner. Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

**§ 17.2.2.8** A loss insured under the Owner's property insurance 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 Section 17.2.2.9. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.2.9** Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall

Init.

have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect do not object, the Owner shall settle the loss, and the Contractor and Architect 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 and/or Architect timely object 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 21. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits
Owner Controlled Insurance Program	Described in Article 17.1 and Exhibit 1

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

*(Paragraph deleted)*

**ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents, whether discovered before or after 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. The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice by Owner of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or by terms of an 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 Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct it in the Work as provided in 18.3. Nothing contained in this Section 18.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

*(Paragraph deleted)*

**§ 18.3** If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

**§ 18.4** 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

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.

### § 19.2 Governing Law

The Contract shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities having jurisdiction. 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 which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*

Exalander (Sam) Magallan  
Executive Director of District Operations  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79761  
432.456.0000  
exalander.magallan@ectorcountysisd.org

### § 19.5 The Contractor's representative:

*(Name, address, email address and other information)*

Seth Ortiz  
Senior Project Manager  
Amstar, Inc.  
1211 Pleasanton Road  
San Antonio, Texas 78214  
210.927.5705 phone  
210.927.5710 fax  
seth@amstarincgc.com

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

## § 19.7 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 19.7.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or 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.

**§ 19.7.2** 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.

### **§ 19.8 RECORDS**

**§ 19.8.1** Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, 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 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.

**§ 19.8.2** If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 19.8.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing 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.

**§ 19.8.3** 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 systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 19.8.1.

**§ 19.8.4** Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 19.8.1, 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.

**§ 19.8.5** 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 overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

### **§ 19.9 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION**

**§ 19.9.1** 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.

**§ 19.9.2** 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; 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.

**§ 19.9.3** 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.*

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) 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:

- .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; or
- .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 of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents.

If one of the reasons described in this Section 20.1 exists, then, after the 90-day time period, the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

**§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of 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 serious or repeated worker misconduct;
- .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 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

**§ 20.2.2** When any of the reasons described in Section 20.2.1 exists, the Owner, subject to any prior rights of the surety, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract 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; and
- .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.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

**§ 20.2.4** 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 the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

**§ 20.2.5** 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 20.2.1 through 20.2.6. 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.

**§ 20.2.6** 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.

### **§ 20.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work properly executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum to be exceeded. Such payment shall not include overhead and profit for Work not executed.

**§ 20.3.1** Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 20.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 20.3, 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 Section 20.3.

## **ARTICLE 21 CLAIMS AND DISPUTES**

**§ 21.1** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect. The Architect shall review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to litigation.

### **§ 21.2 Notice of Claims**

**§ 21.2.1** Claims by the 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 18.2, shall be initiated by written notice to the Owner and Architect within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the Contractor first knew or should have known the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. 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. Claims not filed as required by this Section shall be waived.

**§ 21.2.2** Claims by 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 18.2, shall be initiated by written notice to the Owner and Architect.

### **§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty, or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law, but in the case of the Owner not more than 8 years after the date of Final Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 21.3.

*(Paragraph deleted)*

**§ 21.5** The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. 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. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.

**§ 21.6** Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

**§ 21.7** The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

*(Paragraph deleted)*

**§ 21.8** Any claim not resolved in mediation shall be subject to litigation pursuant to Section 19.2.

**§ 21.9** Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by 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 authorized by law.

### **§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, or as provided in Section 15.4, as amended, and Article 20, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in for work performed accordance with the Contract Documents.

### **§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor waives all claims against the Owner for consequential damages arising out of or relating to this *(Paragraphs deleted)*

Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration.

Nothing contained in this Section 21.11 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

**Ector County Independent School District**

**Amstar, Inc.**

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

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
Dr. Keeley Boyer  
Superintendent  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Atanacio Carrisal  
Vice President of Construction  
\_\_\_\_\_  
*(Printed name and title)*



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**SHEET INDEX - BURLESON**

**GENERAL**

G-001	Cover Sheet & Sheet Index
G-011	Symbols, Legends & Abbreviations
G-021	Accessibility Standards
G-022	Accessibility Standards
G-023	Accessibility Standards
G-101	Life Safety Information

**MECHANICAL**

M-111	Mechanical Plan
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**LANDSCAPE**

L-101	Site Annotation & Layout Plan
L-501	Site Details

**ARCHITECTURAL**

A-101	Demolition Plan - Overall
A-111	Floor Plan - Overall
A-401	Enlarged Plans
A-402	Enlarged Plans

**INTERIOR**

I-001	Interior Legends & Abbreviations
I-111	Finish Plan - First Floor
I-401	Enlarged Finish Plans

**PLUMBING**

P0.1	Plumbing Details & Schedules
P0.2	Plumbing Specifications
P0.3	Plumbing Specifications
P0.4	Plumbing Risers
P1.1	Floor Plan - Plumbing Demolition
P2.1	Floor Plan - Plumbing

**ELECTRICAL**

E-001	Electrical Symbols, Legends & Abbreviations
E-101	Electrical Demolition Plan
E-111	Lighting Plan
E-121	Power and Fire Alarm Plan

**SHEET INDEX - TRAVIS**

**GENERAL**

G-001	Cover Sheet & Sheet Index
G-011	Symbols, Legends & Abbreviations
G-021	Accessibility Standards
G-022	Accessibility Standards
G-023	Accessibility Standards
G-101	Life Safety Information

**LANDSCAPE**

L-101	Site Annotation & Layout Plan
L-501	Site Details

**ARCHITECTURAL**

A-101	Demolition Plan - Overall
A-111	Floor Plan - Overall
A-401	Enlarged Plans
A-402	Enlarged Plans

**INTERIOR**

I-001	Interior Legends & Abbreviations
I-111	Finish Plan - First Floor

**PLUMBING**

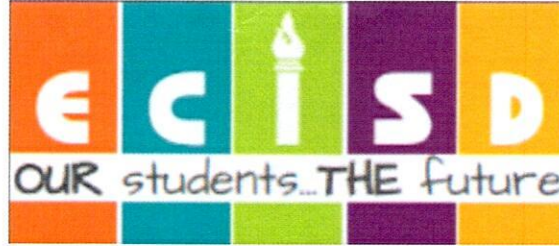
P0.1	Plumbing Details & Schedules
P0.2	Plumbing Specifications
P0.3	Plumbing Specifications
P1.1	Floor Plan - Plumbing Demolition
P2.1	Floor Plan - Plumbing

**MECHANICAL**

M-111	Mechanical Plan
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**ELECTRICAL**

E-001	Electrical Symbols, Legends & Abbreviations
E-101	Electrical Demolition Plan
E-121	Power Plan



**Ector County Independent School District**

**Action Page**

**TO:** Board of Trustees  
**FROM:** Dr. Anthony Sorola, Associate Superintendent – District Operations  
**SUBJECT:** Discussion of and Request for Approval of AIA Document G701 – 2017 Change Order Burleson ES  
**DATE:** October 21, 2025

The Administration requests that the Board approve the G701-2017 Change Order. The agreement is between the owner (ECISD) and contractor (Amstar) and is dated 4-7-25. The Sum of Construction Change Directives for Burleson EEC is \$233,481.42. The change orders reflect a combination of city code requirements and owner driven requests for the Burleson EEC conversion.

	<b>Owners Contingency</b>	<b>\$25,000</b>
ID	Subject	Amount
CCR- 001	Minimizing use of 8” pipe	\$109,820.39
CCR-003	Flooring Change Order	\$132,810.39
CCR-006	Ball Valve Additions	\$15,850.64
		<hr/>
<b>Contingency Overage:</b>		<b>\$233,481.42</b>

\*\*\*\*\*

**Administrative Recommendation:**

Approval of the G701-2017 Change Order Agreement between ECISD and Amstar for the Construction Change Directives



**AIA**<sup>®</sup>

# Document G701<sup>®</sup> – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Ector County ISD  
Burleson Elementary School  
3900 N. Golder Ave.  
Odessa, Texas 79764

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: April 7, 2025

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001R  
Date: October 14, 2025

**OWNER:** *(Name and address)*  
Ector County ISD  
802 N. Sam Houston  
Odessa, Texas 79761

**ARCHITECT:** *(Name and address)*  
Parkhill  
1700 W Wall Street, Suite 100  
Midland, Texas 79701

**CONTRACTOR:** *(Name and address)*  
AMSTAR, Inc.  
1211 Pleasanton Road  
San Antonio, Texas 78214

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

ORIGINAL CONTRACT AMOUNT: \$1,151,968.10  
Contingency Amount (included in contract sum): \$25,000.00

Dollar Values Applied to Contingency:

CCR 001 Minimize 8" Pipe (\$109,820.39)  
CCR 003 Flooring Change Order (\$132,810.39)  
CCR 006 Ball Valve Additions (\$15,850.64)  
Subtotal: (\$233,481.52)  
Remaining Contingency: 0.00

Revised Total Contract Amount: \$1,385,449.52

The original Contract Sum was	\$	1,151,968.10
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,151,968.10
The Contract Sum will be increased by this Change Order in the amount of	\$	233,481.42
The new Contract Sum including this Change Order will be	\$	1,385,449.52

The Contract Time will be increased by twenty-seven (27) days.  
The new date of Substantial Completion will be August 1, 2025

**NOTE:**

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

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

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

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

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

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

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



## 8" Pipe Change Order

### 1. Change Description

Upsize 6" pipe to 8" pipe per regulatory requirements.

### 2. Reason for Change

Owner-directed change

Unforeseen site condition

Design coordination issue

Regulatory/code compliance requirement

Value engineering

Other: \_\_\_\_\_

**Explanation:** During the design phase, it was assumed that the existing piping had been installed with a slope of 1/8 inch per foot, in accordance with standard design expectations. However, subsequent field verification revealed that the actual elevations were significantly deeper than anticipated, and that the existing piping had been installed at a reduced slope of 1/16 inch per foot.

Per plumbing code, the maximum allowable pipe diameter for a 1/8 inch per foot slope is 6 inches. In order to comply with code requirements while accommodating the existing installation conditions at a 1/16 inch per foot slope, it was necessary to upsize the piping to 8 inches. This modification ensures both code compliance and functional alignment with the existing infrastructure.

Allstate Plumbing issued a credit for the material cost associated with the 6" pipe and associated fittings. Due to the increase in pipe weight, from 90 lbs to 140 lbs, additional labor was required. This required a larger crew on-site and led to a total increase of 60 labor hours, as the larger/heavier pipe presents greater installation challenges due to tighter tolerances associated with its increased size. The \$750 unit price reflects labor for 16 individuals, which breaks down to approximately \$46.88 per hour per laborer.

### 3. Scope of Work

Drawing P2.1 updated about 1100LF of 6" pipe to 8" pipe.

#### 4. Cost Impact

Amount: \$ 109,820.39 - \$25,000 Contingency = \$84,820.39

Explanation: When the purchase order (PO) was originally issued, a \$25,000 contingency was included to cover minor changes in scope. Amstar allocated this amount within their General Conditions. \$84,820.39, inclusive of the \$25,000 contingency, will be used to determine the value of the overall PO increase.

#### 5. Schedule Impact

No impact

Yes, extension of time requested: \_\_\_\_ calendar days

#### 6. Supporting Documentation

Marked-up drawings

Photos

Cost breakdown

Revised schedule

Emails or directives

Other: \_\_\_\_\_



**CLIENT**  
Ector County ISD  
3900 N Golder Ave., Odessa, TX  
79764

**PROJECT NO.**  
45092.25.01

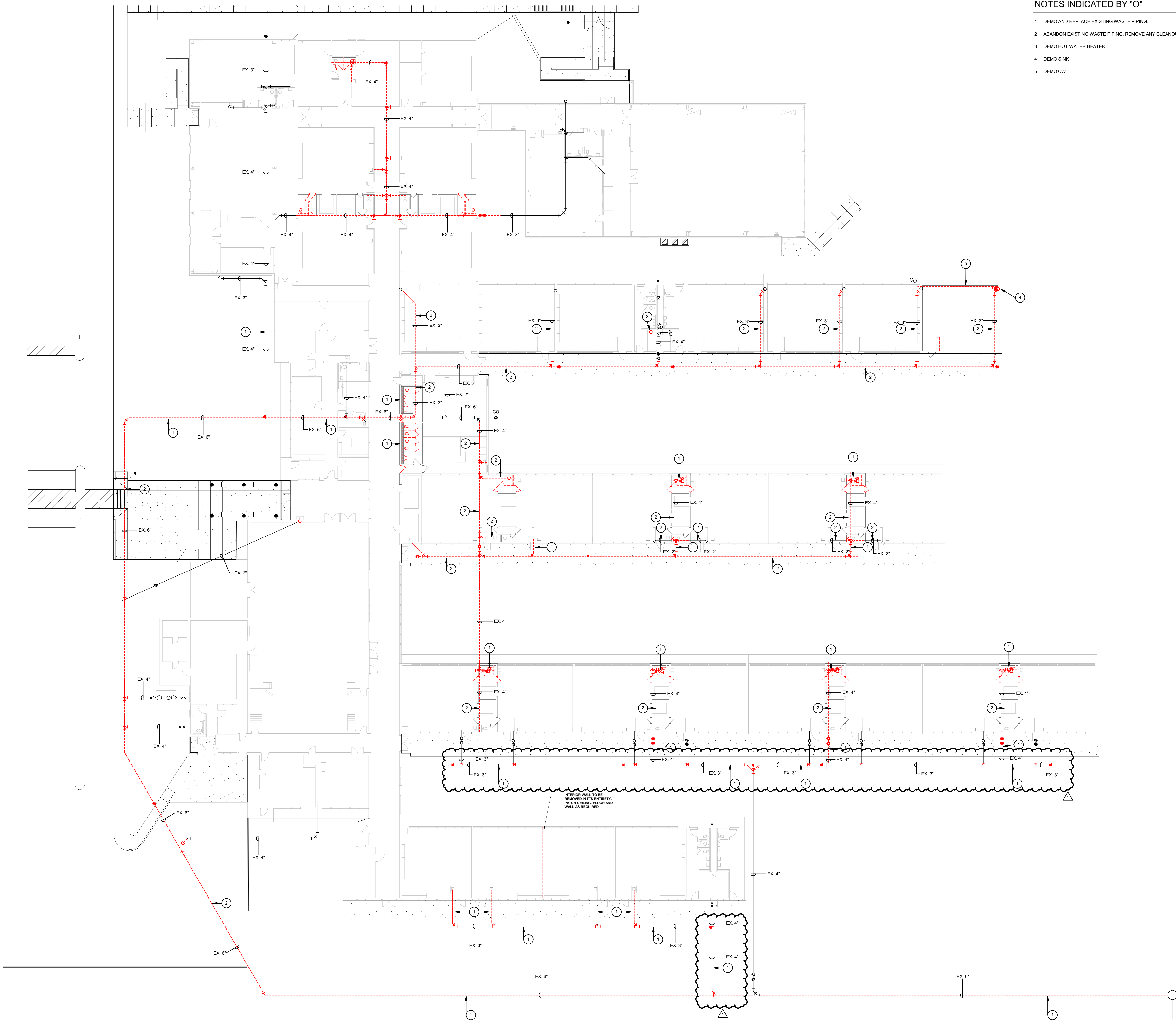
**KEY PLAN**

#	DATE	DESCRIPTION
1	5/23/25	CCR001
-	03/07/2025	ISSUE FOR CONSTRUCTION

**FLOOR PLAN - PLUMBING DEMOLITION**  
**P1.1**

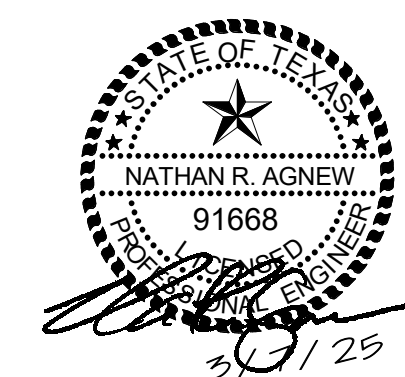
**NOTES INDICATED BY "O"**

- 1 DEMO AND REPLACE EXISTING WASTE PIPING.
- 2 ABANDON EXISTING WASTE PIPING. REMOVE ANY CLEANOUTS TO BELOW GRADE AND PLUG. PLUG ENDS OF LINE.
- 3 DEMO HOT WATER HEATER.
- 4 DEMO SINK
- 5 DEMO CW



**FLOOR PLAN - PLUMBING DEMOLITION**

SCALE: 1/16" = 1'-0"



**AGNEW ASSOCIATES, INC.**  
MECHANICAL & ELECTRICAL CONSULTING ENGINEERS  
11 BROCK, TEXAS TEXAS REGISTERED ENGINEERING FIRM # 4085 AUSTIN, TEXAS  
PHONE: (806) 799-0753 AAI PROJECT NO. 1224047 PHONE: (512) 824-0753  
FAX: (806) 799-2014 WWW.AGNEWASSOCIATES.COM FAX: (512) 310-0750

**NOTES INDICATED BY "O"**

- CONNECT TO EXISTING SINK WASTE LINE OUTSIDE BUILDING AS CLOSE TO EXTERIOR WALL AS POSSIBLE.
- NEW 2" COLD WATER. CONNECT TO EXISTING.
- REPLACE EXISTING ELECTRIC WATER HEATER. RECONNECT TO EXISTING CW AND HW AND EXTEND NEW CIRCULATING LOOP TO NEW RESTROOM.
- CONNECT TO EXISTING MUNICIPAL MANHOLE. EXISTING OUTLOW DEPTH = 7'0" BFF
- REINSTALL EXISTING WALL. HUNG SINK ON NEW DRYWALL. FURR OUT. PROVIDE NEW WASTE AND VENT PIPING. CONNECT TO EXISTING VTR JUST BELOW ROOF. RECONNECT TO EXISTING CW PIPING.
- PROVIDE NEW WC. REINSTALL EXISTING SINK. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RELOCATE SURFACE MOUNT CW AND HW INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNT STAINLESS STEEL PIPING ENCLOSURE. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- REINSTALL EXISTING WC AND SINK. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RELOCATE SURFACE MOUNT CW AND HW INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNT STAINLESS STEEL PIPING ENCLOSURE. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- REINSTALL EXISTING WC. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RELOCATE SURFACE MOUNT CW AND HW INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNT STAINLESS STEEL PIPING ENCLOSURE. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- REINSTALL EXISTING SINK. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING CW AND HW PIPING. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- PROVIDE NEW WASTE AND VENT PIPING FOR EXISTING SINK.
- REINSTALL EXISTING WC AND SINK. PROVIDE NEW WASTE AND VENT PIPING AND RECONNECT WASTE FROM EXISTING CLASSROOM SINKS. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RELOCATE SURFACE MOUNT CW AND HW INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNT STAINLESS STEEL PIPING ENCLOSURE. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- PROVIDE NEW FIXTURES AND WASTE AND VENT PIPING. MODIFY AND RECONNECT TO EXISTING CW AND HW AS REQUIRED.
- PROVIDE NEW WASTE AND VENT PIPING (MAY BE EXPOSED IN STORAGE ROOM). CONNECT TO EXISTING VTR JUST BELOW ROOF. RECONNECT TO EXISTING CW PIPING.

**1 Callout 1**  
P2.1 SCALE: 1/8" = 1'-0"

**2 Callout 2**  
P2.1 SCALE: 1/8" = 1'-0"

**3 Callout 3**  
P2.1 SCALE: 1/8" = 1'-0"

**4 Callout 4**  
P2.1 SCALE: 1/8" = 1'-0"

**5 Callout 5**  
P2.1 SCALE: 1/8" = 1'-0"

**6 Callout 6**  
P2.1 SCALE: 1/8" = 1'-0"

**7 Callout 7**  
P2.1 SCALE: 1/8" = 1'-0"

REPLACE ALL EXISTING CW AND HW BALL VALVES IN BUILDING AND REINSULATE AS SPECIFIED. FIELD VERIFY QUANTITIES AND SIZES. PROVIDE UNIT COST (PER SIZE) IN CASE ADDITIONAL VALVES ARE DISCOVERED.

**FLOOR PLAN - PLUMBING**  
SCALE: 1/16" = 1'-0"



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MECHANICAL & ELECTRICAL CONSULTING ENGINEERS  
11 BROCK, TEXAS REGISTERED ENGINEERING FIRM # 4065 AUSTIN, TEXAS  
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Allstate Plumbing Heat & Air  
 16800 Radholme Ct., Suite C  
 Round Rock, Texas 78664  
 Phone (512) 990-8600  
 www.allstate-plumbing.com  
 License No. M-40499  
 TACLA 117912E

**BILL TO**

Amstar Inc.  
 1211 Pleasanton Road  
 San Antonio, TX 78214 USA

<b>ESTIMATE</b> 47892800	<b>ESTIMATE DATE</b> May 22, 2025
-----------------------------	--------------------------------------

**JOB ADDRESS**

Burleson Elementary School  
 3900 N Golder Ave,  
 Odessa, TX 79764

**Job:**

**ESTIMATE DETAILS**

CHANGE ORDER 8" PIPE : This is a budget number to supplement 6"&4" PVC pipe out for 8" pvc pipe Due to lack of grade to make plumbing drawings work. Approx footage of pipe is 1100 feet. Any overage will be billed in 20' lengths plus additional shipping. The pipe and Fittings are not available locally and will have to be brought in as special order.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Commercial hourly labor	Commercial standard hourly labor	60.00	\$750.00	\$45,000.00

**Materials**

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
TP0080	8X20 SCHEDULE 40 PLAIN END PVC DWV PLASTIC PIPE	1100.00	\$52.52	\$57,772.00
PDWVCOMBTPX	8 in. PVC DWV 2-Piece Combination Wye	1.00	\$417.91	\$417.91
PDWVCOMBTPUUP	6 x 4 in. PVC DWV 2-Piece Combination Wye	8.00	\$333.81	\$2,670.48
MISCELLANEOUS	8" coupling	75.00	\$89.22	\$6,691.50
MISCELLANEOUS	8x4 Combonation wye	22.00	\$202.04	\$4,444.88
MISCELLANEOUS	8x6 Combonation wye	8.00	\$331.91	\$2,655.28
MISCELLANEOUS	8" wye	6.00	\$196.33	\$1,177.98

MISCELLANEOUS	8x4 bushing	6.00	\$129.22	\$775.32
MISCELLANEOUS	8" 45	6.00	\$92.44	\$554.64
SPO104	6 x 4 in. PVC DWV 2-Piece Combination Wye	1.00	-\$280.21	-\$280.21
267125	6X20 SCHEDULE 40 PLAIN END PVC DWV/PRESSURE PLASTIC PIPE	1100.00	-\$12.00	-\$13,200.00
424760	6 HXH PVC DWV COUPLING DOMESTIC	75.00	-\$32.15	-\$2,411.25
384636	6X4 SPGXH PVC DWV FLUSH BUSHING DOMESTIC	6.00	-\$62.00	-\$372.00
MISCELLANEOUS	6 hxx 45 ell	6.00	-\$50.00	-\$300.00

**POTENTIAL SAVINGS** \$12,213.49-\$24,427.32

**SUB-TOTAL** \$105,596.53

**4% markup** \$4,223.86

**TOTAL** \$109,820.39

Thank you for choosing Allstate Plumbing Heat & Air. We appreciate your business!  
Please Remit Payment to: 16800 Radholme Ct., Suite C, Round Rock, TX 78664

Thomas Montanez Texas State License Number M-40499  
Regulated by the Texas State Board of Plumbing Examiners  
Timothy Fromhart Texas State License Number TACLA 117912E  
Regulated by the Texas Department of Licensing and Regulation



## **NOTICE TO OWNER**

Under the Texas Mechanic's and Materialmen's Lien Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. A lien may be placed on your property if any person furnishing material or labor executes a written contract that sets forth the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with the document entitled "Lien Affidavit." A Lien Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have the right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project).

## **TERMS AND CONDITIONS**

### **RESPONSIBILITIES OF CUSTOMERS:**

Customer agrees to hold L2M Group LLC dba Allstate Plumbing harmless for the discovery of any of the following defective conditions:

1. Improper or faulty plumbing
2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken
5. Existing illegal conditions
6. Defective roofing

### **RESPONSIBILITIES OF COMPANY – CONDITIONS AND LIMITATIONS**

Company shall do all work in a good workmanlike manner. Company is not responsible for any existing illegal conditions.

### **LIMITED WARRANTY**

Company warrants its work to be free from defects in workmanship for the warranty period of ninety (90) days. (Materials, parts or fixtures as warranted by manufacturer) from completion unless otherwise stated in the writing on the face hereof. All drain stoppages shall have no warranty. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferable.

If a defect in materials or workmanship covered by this warranty occurs, Company will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Company be held liable for water or other damage caused by any delay in remedy remedying the defect. To obtain warranty performance, notify Company of any defect or claims for breach at the address and telephone number on the face hereof.

**EXCLUSIONS AND LIMITATIONS: CUSTOMER'S RIGHTS TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL CONSEQUENTIAL DAMAGES RESULTING FROM THE MATERIALS PROVIDED FOR IN THIS CONTRACT.**

Company is not responsible for the following, which are excluded from coverage of this limited warranty:

Defective conditions listed under the above "Responsibilities of Customer."  
Work performed by or materials installed by others not in this agreement.  
Defects and failures from mistreatment or neglect.

This limited warranty is the only express warranty Company gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose are limited to a duration of ninety (90) days from the date of completion.

### **PROTECTION OF CUSTOMER'S PROPERTY**

Customer agrees to remove or protect any personal property, inside and out including, but not limited to, carpets, rugs, shrubs and planting, and Company shall not be responsible for said items. Nor shall Company be held responsible for the natural consequence of Company's work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

Company shall not be held responsible for damage to personal property, or any improvements to real property caused by persons delivering materials or equipment of keeping gates and doors closed for children and animals.

### **ENTIRE AGREEMENT**

This is the entire agreement. The parties are not bound by any oral expression or representation by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns. Company will not provide an itemized breakdown of materials and labor for flat rate prices work. However, Company will provide an itemized list of all materials used to perform the necessary repair only upon written request.

## Flooring Change Order

### 1. Change Description

Remove all carpet to refreshed terrazzo or polished concrete.

### 2. Reason for Change

Owner-directed change

Unforeseen site condition

Design coordination issue

Regulatory/code compliance requirement

Value engineering

Other: \_\_\_\_\_

**Explanation:** In November 2024, LVR submitted a proposal to update the flooring in the B, C, and partial D and E wings as part of the Early Childhood Center conversion. A subsequent proposal covering the remainder of the school's flooring was submitted in February 2025. Per the agreed plan, ECISD was to issue a contract directly to LVR, with Parkhill overseeing execution in coordination with Amstar's ongoing Bond scope work.

However, on June 20, it was confirmed that no purchase order had ever been issued to LVR—resulting in a critical scope gap that had not been identified or communicated. Upon follow-up, LVR indicated they would be unable to perform the work by the July 31 deadline due to limited crew availability during the peak summer construction season.

Amstar was requested to coordinate with their vendor to obtain pricing for the full flooring scope. A proposal totaling \$132,810.39 was submitted, and the existing PO was updated accordingly. Due to the rapid nature of the schedule and urgency to resolve the situation, it was later discovered that only one of LVR's original proposals had been referenced during scope validation with the new vendor. This was corroborated by a review of the square footage used in Amstar's pricing.

To address the outstanding portion of work, Amstar engaged a second vendor who confirmed availability to complete the remaining scope by the required July 31 deadline. A supplemental quote of \$77,436.11 was received. The combined total for the full flooring scope amounts to \$210,246.50—still under LVR's original combined proposals totaling \$226,026.05.

While this oversight occurred amid the fast-paced effort to meet the aggressive schedule, it is acknowledged that improvements in scope communication are necessary. In the spirit of

While this oversight occurred amid the fast-paced effort to meet the aggressive schedule, it is acknowledged that improvements in scope communication are necessary. In the spirit of continuous improvement, Parkhill will implement the use of drawing markups with all future change orders to ensure clearer scope definition and shared expectations before approval.

It is also worth recognizing Amstar’s responsiveness in developing a timely solution that maintained both scope coverage and schedule alignment, despite the late-stage discovery of the gap just two and a half weeks prior to the deadline.

### **3. Scope of Work**

Remove carpet from all classrooms and either refresh the terrazzo below or prep the floor into a polished concrete. Scope excludes the library, bathrooms, multipurpose/gym, cafeteria and hallways.

### **4. Cost Impact**

Amount: \$ 132,810.39

### **5. Schedule Impact**

No impact

Yes, extension of time requested: \_\_\_\_ calendar days

### **6. Supporting Documentation**

Marked-up drawings

Photos

Cost breakdown

Revised schedule

Emails or directives

Other: \_\_\_\_\_

# Flooring Upgrade Scope



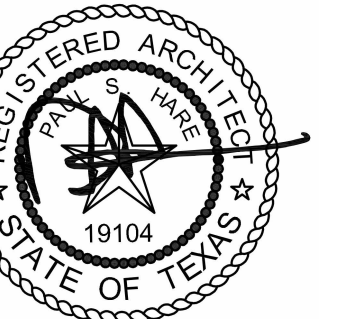
**BURLESON  
ELEMENTARY**

Thanks,

**Janice Solberg**, PE  
Project Manager

**Parkhill**  
915.313.6862 | Parkhill.com

**From:** Janice Solberg <jsolberg@parkhill.com>  
**Sent:** Thursday, June 19, 2025 10:02 PM  
**To:** Jesus Flores ( Construction Supervisor ) <Jesus.Flores@egrcorcountysd.org>; Christopher Bartlett

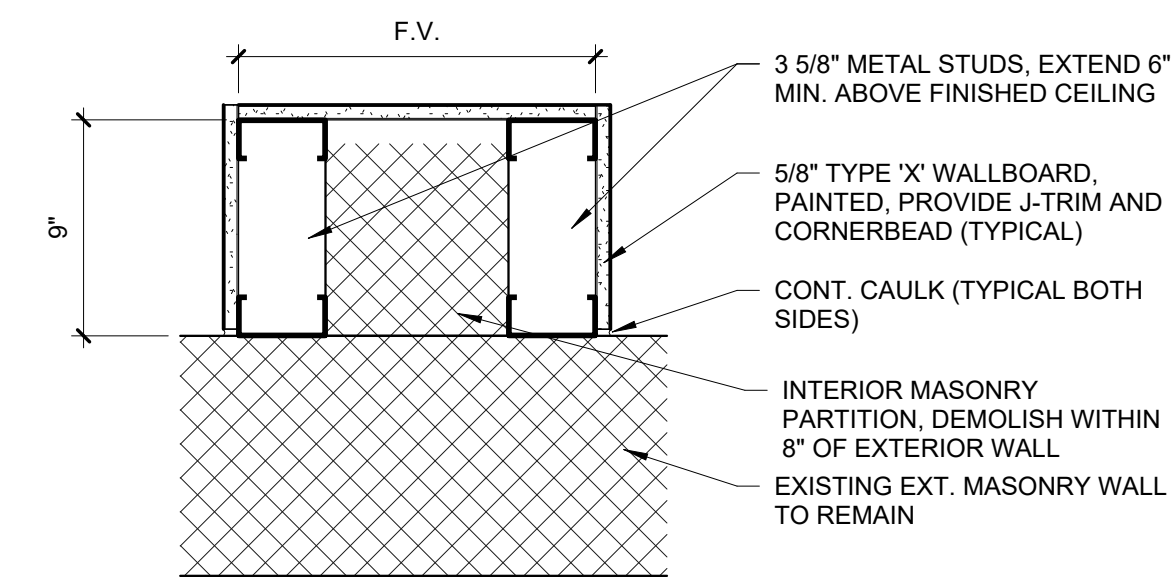
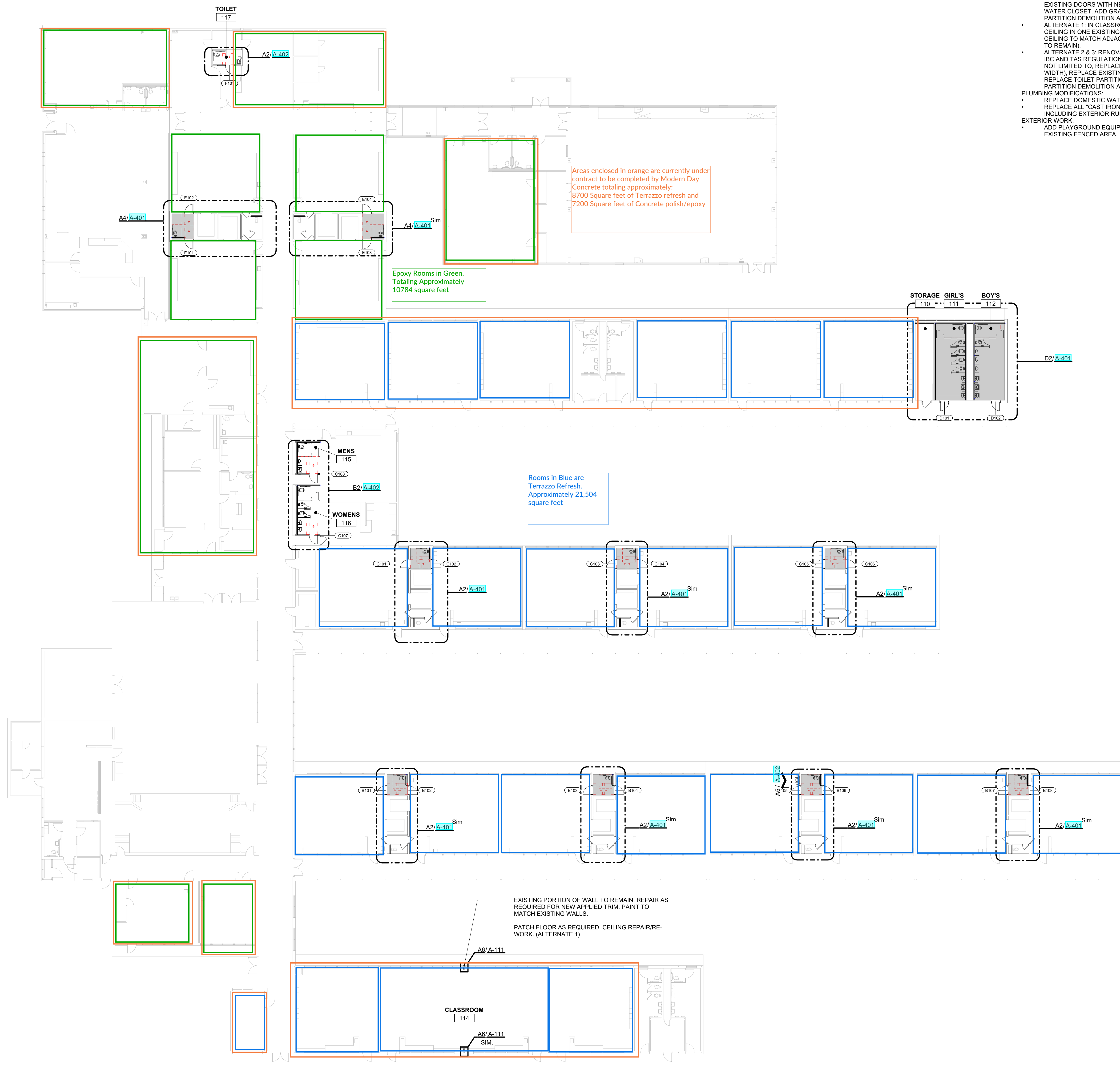


**SCOPE OF WORK**

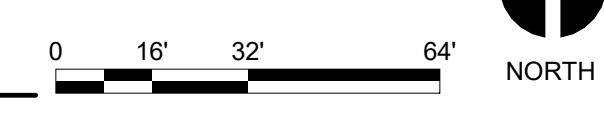
- ARCHITECTURAL MODIFICATIONS:**
- BUILDING ENVELOPE: ON THE EXTERIOR FACADES, REPLACE EXISTING WATERPROOFING/SEALANT JOINTS AT ALL DOOR/WINDOW OPENINGS AND BUILDING CONSTRUCTION OR EXPANSION JOINTS.
  - RENOVATE EXISTING CLASSROOM TO A BOY'S TOILET ROOM 112, GIRL'S TOILET ROOM 111 AND STORAGE ROOM 110.
  - REMOVE INTERIOR PARTITION BETWEEN TWO CLASSROOMS TO FORM ONE CLASSROOM AT ONE LOCATIONS IDENTIFIED ON PLANS, CLASSROOM 114.
  - RENOVATE TOILET ROOM (1B & 1C) TO MEET IBC AND TAS REGULATIONS AND STANDARDS. WORK TO INCLUDE, BUT NOT LIMITED TO, REPLACING EXISTING DOORS WITH NEW DOORS (36" WIDTH), REPLACE EXISTING WATER CLOSET, ADD GRAB BARS AND MISCELLANEOUS INTERIOR WALL PARTITION DEMOLITION AND REPLACEMENT.
  - ALTERNATE 1: IN CLASSROOM 114, REMOVE EXISTING SUSPENDED CEILING IN ONE EXISTING CLASSROOM AND REPLACE WITH SUSPENDED CEILING TO MATCH ADJACENT CLASSROOM (LIGHTING AND DIFFUSERS TO REMAIN).
  - ALTERNATE 2 & 3: RENOVATE TOILET ROOMS 115, 116 AND 117 TO MEET IBC AND TAS REGULATIONS AND STANDARDS. WORK TO INCLUDE, BUT NOT LIMITED TO, REPLACING EXISTING DOORS WITH NEW DOORS (36" WIDTH), REPLACE EXISTING WATER CLOSETS, ADD GRAB BARS, REPLACE TOILET PARTITIONS AND MISCELLANEOUS INTERIOR WALL PARTITION DEMOLITION AND REPLACEMENT.
- PLUMBING MODIFICATIONS:**
- REPLACE DOMESTIC WATER VALVES THROUGH-OUT ENTIRE FACILITY.
  - REPLACE ALL "CAST IRON" SANITARY PIPING THROUGH-OUT FACILITY INCLUDING EXTERIOR RUNS.
- EXTERIOR WORK:**
- ADD PLAYGROUND EQUIPMENT WITH ACCESSIBLE PATH WITHIN EXISTING FENCED AREA.

**GENERAL NOTES**

- REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING HEIGHTS/LOCATIONS FOR TOILET ROOM ACCESSORIES.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD, MASONRY OR CENTERLINE OF STRUCTURE, UNLESS OTHERWISE NOTED.
- EXTERIOR DIMENSIONS ARE TO FACE OF MASONRY, UNLESS OTHERWISE NOTED.
- INTERIOR WALLS ARE 6" METAL STUDS, UNLESS OTHERWISE NOTED OR DIMENSIONED.
- VERIFY DIMENSIONAL DISCREPANCIES FROM THIS OR ANY PLAN, SECTION, OR ELEVATION WITH ARCHITECT PRIOR TO CONSTRUCTION.
- PROVIDE BLOCKING ON ALL EQUIPMENT AS REQUIRED.
- PROVIDE BLOCKING FOR OWNER PROVIDED TOILET ACCESSORIES AS REQUIRED.
- ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES, STANDARDS, AND REGULATIONS.
- CONTRACTOR SHALL COORDINATE, OBTAIN, AND MAINTAIN ALL BUILDING PERMITS REQUIRED FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING BUILDING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING AND BRACING TO ENSURE SUCH SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON PLANS OR NOT, AND TO PROTECT THEM FROM DAMAGE.
- ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, RECOMMENDATIONS AND/OR SPECIFICATIONS. BASIS FOR DESIGN SPECIFICATION INCLUDED ON SHEET A-401.
- PROVIDE JOINT SEALANTS, BACKINGS, AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES. COLOR OF EXPOSED JOINT SEALANTS SHALL BE SELECTED BY OWNER. CLEAN OUT JOINTS IMMEDIATELY BEFORE INSTALLING JOINT SEALANTS. REMOVE ALL FOREIGN MATERIAL FROM JOINT SUBSTRATES THAT COULD INTERFERE WITH ADHESION OF JOINT SEALANT. COMPLY WITH JOINT SEALANT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS FOR PRODUCTS AND APPLICATIONS. INSTALL SEALANT BACKINGS TO SUPPORT SEALANTS DURING APPLICATION. INSTALL SEALANTS USING PROVEN TECHNIQUES AND TOOLS. SEALANTS BEFORE SKINNING OR CURING BEGINS WITH CONCAVE JOINT PROFILE.
- GRAVED OUT RESTROOMS, GRAB BAR LOCATIONS TO BE 20", COMPATIBLE WITH 3-4 YRS AND 5-8 YRS. GRAVED OUT RESTROOMS, WATER CLOSETS TO BE 12" FROM CENTER LINE, COMPATIBLE WITH 3-4 YRS AND 5-8 YRS.



**A1** FIRST FLOOR - ANNOTATED/DIMENSIONED FLOOR PLAN  
1/16" = 1'-0"



**A6** WALL DETAIL  
1 1/2" = 1'-0"

**Burleson Early Education Center**  
 ECISD Priority 1 and 2 Renovations and Renewals Projects



**CLIENT**  
 Ector County ISD  
 3900 N Golder Ave., Odessa, TX 79764

**PROJECT NO.**  
 45092.25.01

**KEY PLAN**

#	DATE	DESCRIPTION
1	03/21/2025	ADDENDUM 001
2	03/07/2025	ISSUE FOR CONSTRUCTION

On Jun 19, 2025, at 4:36 PM, Janice Solberg <[jsolberg@parkhill.com](mailto:jsolberg@parkhill.com)> wrote:

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Team,

I got off the phone with Amstar and in their communication with LVR, LVR communicated that they do not have a PO with ECISD for the flooring work at Burlison. Are we still proceeding with a PO to have this work completed at Burlison?

Thanks,

**Janice Solberg**, PE  
Project Manager

**Parkhill**  
915.313.6862 | [Parkhill.com](http://Parkhill.com)

<Burlison Elementary2025 Phase II.pdf>

<Burlison Elementary2024.pdf>

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This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



## Buyboard Cost Proposal

Date: June 24<sup>th</sup> 2025

Sam Magallan  
Executive Director of District Operations  
Ector County ISD  
(432)456-9651 office  
(432)889-8783 cell  
Re: ECISD PR1&2 Bond - Pkg 1 Burleson

Owner:	Ector County ISD
Owner's Representative:	Sam Magallan
Contractor:	Amstar, Inc.
Project Manager:	Seth Ortiz
Buyboard Contract:	728-24

### Scope of Work:

- **Carpet & Mastic Removal:** Remove existing carpet and dispose. Remove existing glues to reach concrete surface using 30 Metals
- **Polish Concrete Flooring System:** (Class B, Level 3): Prep: Painters Plastic all finishes. Polished Concrete Process: Using proper Planetary Grinders/Polishing machines, starting at a 50 Metal and following the polishing process to finish off at 800 Resin polish. Applying Lithium Silicate Densifier and Lithium Silicate Hardener/Sealer during the polishing process and finishing off with a diamond encrusted burnishing Hoghair grit pad attached to a propane buffer to emulsify hardener into concrete Approx 7,202 SF
- **Terrazzo Restoration Scope:** The restoration process involves grinding the existing terrazzo, starting with 50 Hybrid Resin / Metal to remove all wax and sealers. We will grout using an approved terrazzo grouting material, followed by applying 120 Resin. Finally, two coats of the Modern Day Concrete "The Concrete Floor Experts" specified and approved topcoat terrazzo sealer will be applied Approx 8,700 SF

This proposal includes [Polished & Terrazzo Areas], [1 mobilization], and specifies whether we will receive the project POST WALL. The lump sum for Polished Concrete Flooring System with Removal & Terrazzo Restoration is

Exclusions:

- Excludes Weekend/Night Work
- Excludes Large Divot Repair at Polished & Terrazzo Restoration Locations
- Excludes Terrazzo Crack Chasing with Filler
- Excludes Staining During Polishing Process
- Excludes Joint Filler & Joint Filler Removal
- Excludes Existing Overlay/Thin Set Removal

<b>Construction Cost:</b>	<b>\$127,702.30</b>
<b>Bonds and Fees:</b>	<b>\$ 5,108.09</b>
<b>Total Cost:</b>	<b>\$132,810.39</b>

FOR THE USE AND BENEFIT OF ECTOR County ISD (OWNER)

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

Name: \_\_\_\_\_

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

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

Respectfully,

*Seth Ortiz*

Seth Ortiz  
Sr. Estimator/Project Manager

## Domestic Water Ball Valve Replacement

### 1. Change Description

Replace the domestic water valves throughout Burleson.

### 2. Reason for Change

- Owner-directed change
- Unforeseen site condition
- Design coordination issue
- Regulatory/code compliance requirement
- Value engineering
- Other: Unit Price Scoping – Drawing vs. Actual

**Explanation:** The bid drawings identified all known water valves within the school, based on a walkthrough conducted by ECISD Maintenance and the Architect. However, some areas were inaccessible during the walkthrough and, as a result, certain valves were not documented in the drawings. To account for any additional valves discovered during construction, contractors were asked to provide unit pricing by valve size, enabling quick and straightforward cost adjustments and submissions as needed.

### 3. Scope of Work

Allstate Plumbing replaced additional ball valves as noted below (see attached drawing mark up):

BID QTY	BALL VALVE SIZE	CO QTY
53	1/2"	20
19	3/4"	4
4	1"	1
9	1-1/4"	4
28	1-1/2"	1
5	2"	2
1	3"	1

#### 4. Cost Impact

Amount: \$ 15,850.64

Explanation: Upon reviewing the unit pricing submitted in the bid alongside Allstate Plumbing's supporting documentation, it was revealed that Amstar's original pricing was not true unit pricing, but rather a lump sum distributed into a unit format due to the limited two-week bid timeline. Amstar has since provided accurate unit pricing specifically for the ball valves, associated fittings, and labor.

It was also determined that the specified ball valve brand is approximately three times more expensive than a standard ball valve. This has been noted as a key lesson learned and will be communicated to the engineering team for consideration in the remaining bond scope, with an emphasis on evaluating more cost-effective alternatives.

To support the bond budget, Amstar opted to charge for only one valve per required size, rather than billing for each valve installed. Another takeaway for future work under the bond program is to limit valve replacement to non-ball valves or ball valves that are no longer functioning properly, helping to further control costs.

#### 5. Schedule Impact

No impact

Yes, extension of time requested: \_\_\_\_ calendar days

Explanation:

#### 6. Supporting Documentation

Marked-up drawings

Photos

Cost breakdown

Revised schedule

Emails or directives

Other: \_\_\_\_\_



Allstate Plumbing Heat & Air  
 16800 Radholme Ct., Suite C  
 Round Rock, Texas 78664  
 Phone (512) 990-8600  
 www.allstate-plumbing.com  
 License No. M-40499  
 TACLA 117912E

**BILL TO**

Amstar Inc.  
 1211 Pleasanton Road  
 San Antonio, TX 78214 USA

<b>ESTIMATE</b> 49003475	<b>ESTIMATE DATE</b> Jul 28, 2025
-----------------------------	--------------------------------------

**JOB ADDRESS**

Burleson Elementary School  
 3900 N Golder Ave, Odessa, TX 79764  
 Odessa, TX 79761 USA

**Job:**

**ESTIMATE DETAILS**

3 piece ball valves: unit cost for 3 piece ball valves. Apollo per specs, with flanges and nipples. priced with labor and all required accessories, without shipping costs.

**Materials**

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
MISCELLANEOUS	3" ball valve assembly	1.00	\$6,500.00	\$6,500.00
<del>MISCELLANEOUS</del>	<del>2-1/2" ball valve assembly</del>	<del>1.00</del>	<del>\$5,250.00</del>	<del>\$5,250.00</del>
MISCELLANEOUS	2" ball valve assembly	1.00	\$4,250.00	\$4,250.00
MISCELLANEOUS	1-1/2 ball valve assembly	1.00	\$1,740.00	\$1,740.00
MISCELLANEOUS	1-1/4" ball valve assembly	1.00	\$812.00	\$812.00
MISCELLANEOUS	1" ball valve assembly	1.00	\$725.00	\$725.00
MISCELLANEOUS	3/4 ball valve assembly	1.00	\$495.00	\$495.00
MISCELLANEOUS	1/2 ball valve assembly	1.00	\$419.00	\$419.00
MISCELLANEOUS	Shipping	1.00	\$300.00	\$300.00

<b>POTENTIAL SAVINGS</b>	\$2,049.10-\$4,098.20
<b>SUB-TOTAL</b>	<del>\$20,491.00</del> <b>\$15,241</b>
<b>ECTOR CO AD - 8.250000% 8.25%</b>	\$1,690.51
<b>TOTAL</b>	\$22,181.51

Thank you for choosing Allstate Plumbing Heat & Air. We appreciate your business!  
Please Remit Payment to: 16800 Radholme Ct., Suite C, Round Rock, TX 78664

<b>Additional Ball Valves</b>
<b>\$15,241.00</b>
<b>GC Mark Up 4%</b>
<b>\$15,850.64</b>

Thomas Montanez Texas State License Number M-40499  
Regulated by the Texas State Board of Plumbing Examiners  
Timothy Fromhart Texas State License Number TACLA 117912E  
Regulated by the Texas Department of Licensing and Regulation



## **NOTICE TO OWNER**

Under the Texas Mechanic's and Materialmen's Lien Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. A lien may be placed on your property if any person furnishing material or labor executes a written contract that sets forth the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with the document entitled "Lien Affidavit." A Lien Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have the right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project).

## **TERMS AND CONDITIONS**

### **RESPONSIBILITIES OF CUSTOMERS:**

Customer agrees to hold L2M Group LLC dba Allstate Plumbing harmless for the discovery of any of the following defective conditions:

1. Improper or faulty plumbing
2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken
5. Existing illegal conditions
6. Defective roofing

### **RESPONSIBILITIES OF COMPANY – CONDITIONS AND LIMITATIONS**

Company shall do all work in a good workmanlike manner. Company is not responsible for any existing illegal conditions.

### **LIMITED WARRANTY**

Company warrants its work to be free from defects in workmanship for the warranty period of ninety (90) days. (Materials, parts or fixtures as warranted by manufacturer) from completion unless otherwise stated in the writing on the face hereof. All drain stoppages shall have no warranty. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferable.

If a defect in materials or workmanship covered by this warranty occurs, Company will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Company be held liable for water or other damage caused by any delay in remedy remedying the defect. To obtain warranty performance, notify Company of any defect or claims for breach at the address and telephone number on the face hereof.

**EXCLUSIONS AND LIMITATIONS: CUSTOMER'S RIGHTS TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL CONSEQUENTIAL DAMAGES RESULTING FROM THE MATERIALS PROVIDED FOR IN THIS CONTRACT.**

Company is not responsible for the following, which are excluded from coverage of this limited warranty:

Defective conditions listed under the above "Responsibilities of Customer."  
Work performed by or materials installed by others not in this agreement.  
Defects and failures from mistreatment or neglect.

This limited warranty is the only express warranty Company gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose are limited to a duration of ninety (90) days from the date of completion.

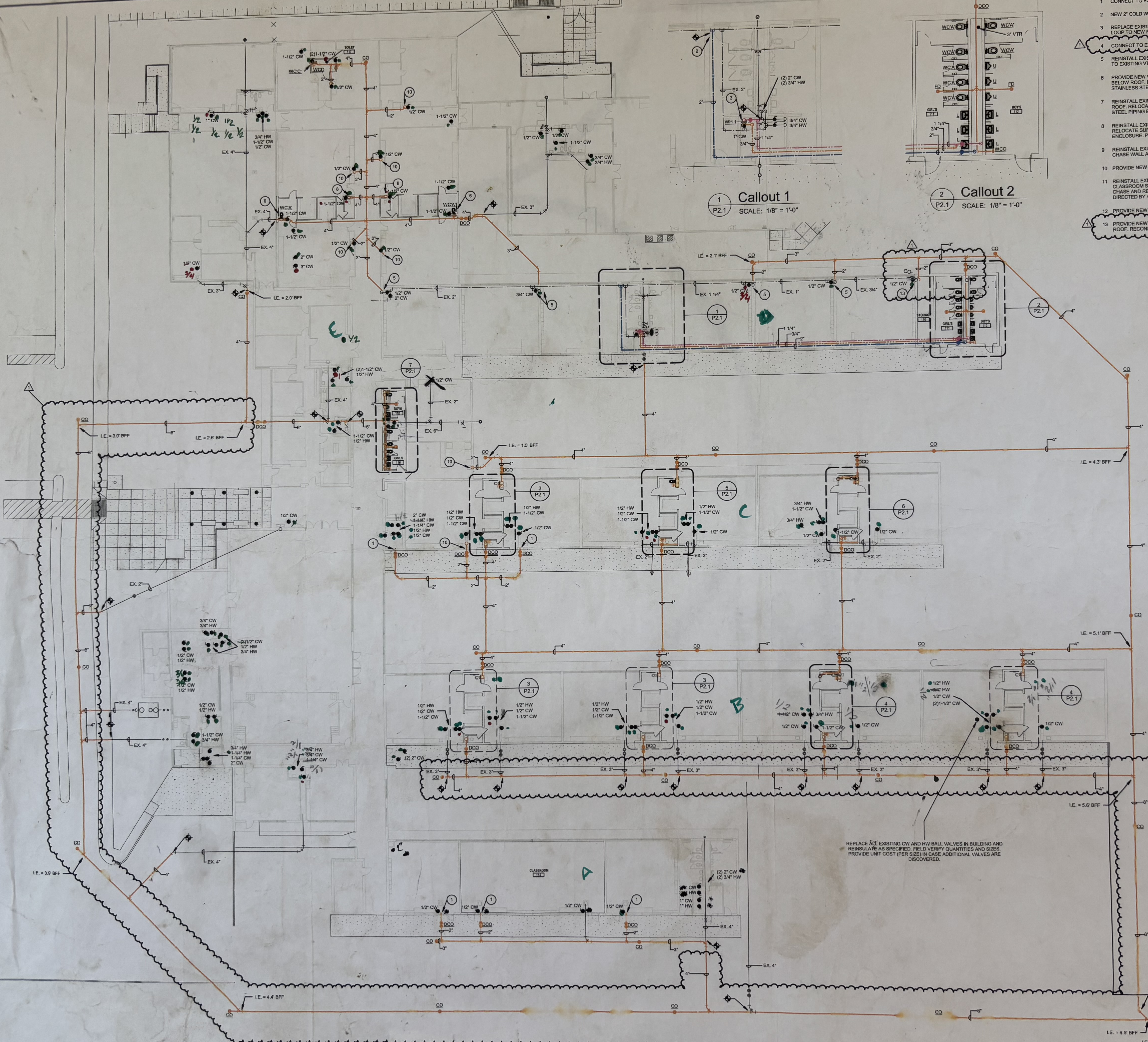
### **PROTECTION OF CUSTOMER'S PROPERTY**

Customer agrees to remove or protect any personal property, inside and out including, but not limited to, carpets, rugs, shrubs and planting, and Company shall not be responsible for said items. Nor shall Company be held responsible for the natural consequence of Company's work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

Company shall not be held responsible for damage to personal property, or any improvements to real property caused by persons delivering materials or equipment of keeping gates and doors closed for children and animals.

### **ENTIRE AGREEMENT**

This is the entire agreement. The parties are not bound by any oral expression or representation by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns. Company will not provide an itemized breakdown of materials and labor for flat rate prices work. However, Company will provide an itemized list of all materials used to perform the necessary repair only upon written request.



**1 Callout 1**  
P2.1 SCALE: 1/8" = 1'-0"

**2 Callout 2**  
P2.1 SCALE: 1/8" = 1'-0"

**3 Callout 3**  
P2.1 SCALE: 1/8" = 1'-0"

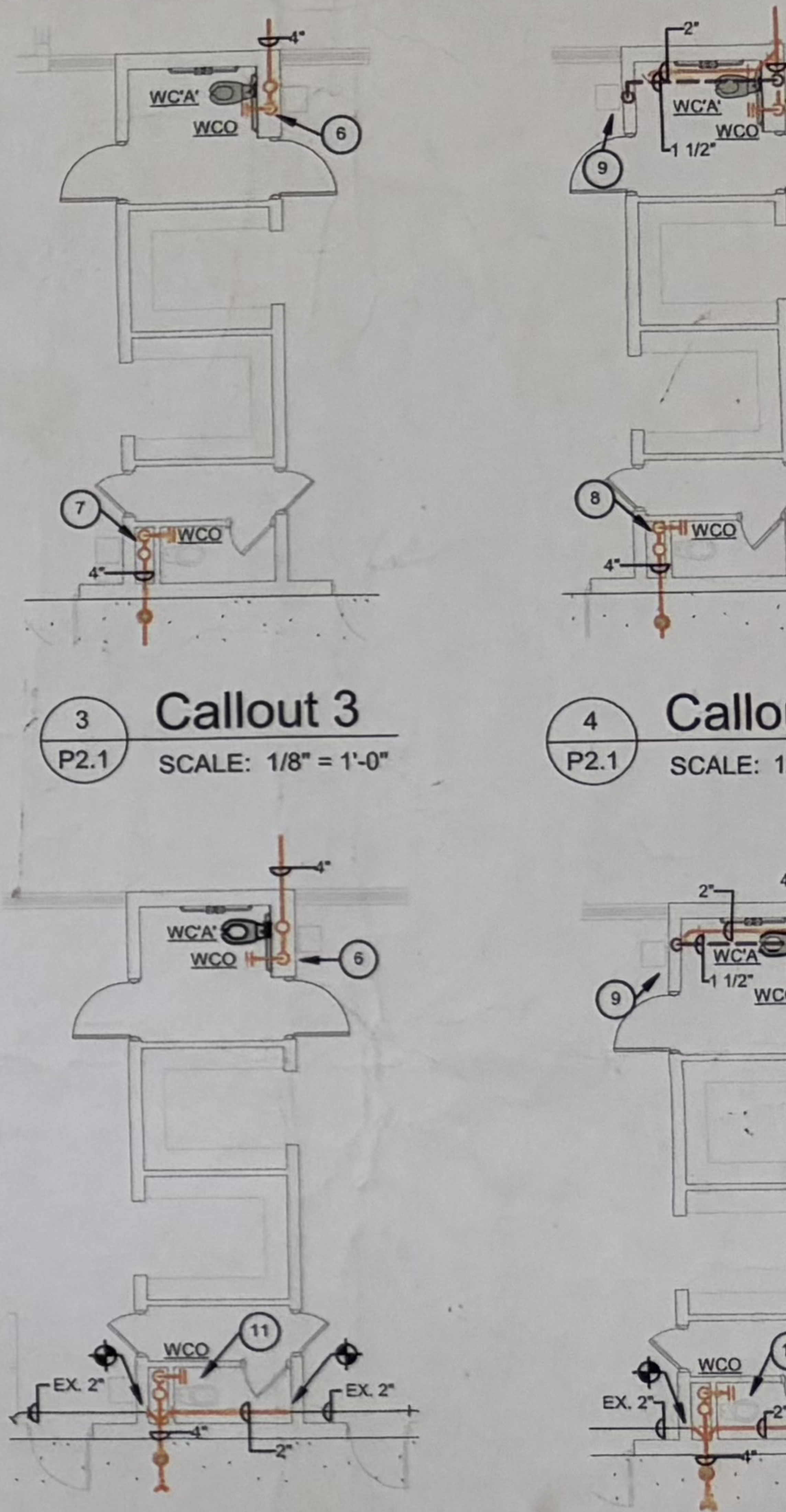
**4 Callout 4**  
P2.1 SCALE: 1/8" = 1'-0"

**5 Callout 5**  
P2.1 SCALE: 1/8" = 1'-0"

**6 Callout 6**  
P2.1 SCALE: 1/8" = 1'-0"

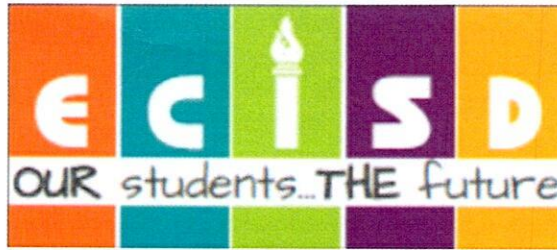
**7 Callout 7**  
P2.1 SCALE: 1/8" = 1'-0"

- 1 CONNECT TO EXISTING SINK WASTE LINE STORAGE BUILDING AS CLOSE TO EXTERIOR WALL AS POSSIBLE.
- 2 NEW 2" COLD WATER. CONNECT TO EXISTING.
- 3 REPLACE EXISTING ELECTRIC WATER HEATER. RECONNECT TO EXISTING CW AND HW AND EXTEND NEW CIRCULATING LOOP TO NEW RESTROOM.
- 4 CONNECT TO EXISTING MUNICIPAL MANHOLE. EXISTING OUTLOW DEPTH = 7.0' BFF
- 5 REINSTALL EXISTING WALL HUNG SINK ON NEW DRYWALL FURR OUT. PROVIDE NEW WASTE AND VENT PIPING TO EXISTING VTR JUST BELOW ROOF. RECONNECT TO EXISTING CW PIPING.
- 6 PROVIDE NEW WC. REINSTALL EXISTING SINK. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RELOCATE SURFACE MOUNT CW AND HW INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNT STAINLESS STEEL PIPING ENCLOSURE.
- 7 REINSTALL EXISTING WC AND SINK. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RELOCATE SURFACE MOUNT CW AND HW INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNT STAINLESS STEEL PIPING ENCLOSURE. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- 8 REINSTALL EXISTING WC. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RELOCATE SURFACE MOUNT CW AND HW INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNT STAINLESS STEEL PIPING ENCLOSURE. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- 9 REINSTALL EXISTING SINK. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING CW AND HW PIPING. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- 10 PROVIDE NEW WASTE AND VENT PIPING FOR EXISTING SINK.
- 11 REINSTALL EXISTING WC AND SINK. PROVIDE NEW WASTE AND VENT PIPING AND RECONNECT WASTE FROM CLASSROOM SINKS. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RELOCATE SURFACE MOUNT CW AND HW INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNT STAINLESS STEEL PIPING ENCLOSURE. PATCH CHASE WALL AS DIRECTED BY ARCHITECT.
- 12 PROVIDE NEW FIXTURES AND WASTE AND VENT PIPING. MODIFY AND RECONNECT TO EXISTING CW AND HW PIPING.
- 13 PROVIDE NEW WASTE AND VENT PIPING (MAY BE EXPOSED IN STORAGE ROOM). CONNECT TO EXISTING VTR JUST BELOW ROOF. RECONNECT TO EXISTING CW PIPING.



REPLACE ALL EXISTING CW AND HW BALL VALVES IN BUILDING AND RESULATATE AS SPECIFIED. FIELD VERIFY QUANTITIES AND SIZES. PROVIDE UNIT COST (PER SIZE) IN CASE ADDITIONAL VALVES ARE DISCOVERED.





**Ector County Independent School District**

**Action Page**

**TO:** Board of Trustees  
**FROM:** Dr. Anthony Sorola, Associate Superintendent – District Operations  
**SUBJECT:** Discussion of and Request for Approval of AIA Document G701 – 2017 Change Order Travis ES  
**DATE:** October 21, 2025

The Administration requests that the Board approve the G701-2017 Change Order. The agreement is between the owner (ECISD) and contractor (Amstar) and is dated 4-7-25. The Sum of Construction Change Directives for Travis ES is \$223,883.29. The change order reflects unforeseen items that are city code related: a new sewer line to a new manhole and tie in to the west side of the property.

<b>Owners Contingency</b>		<b>\$25,000</b>
ID	Subject	Amount
CCR- 001	Sewer Line Revisions	\$116,042.61
CCR-002	Alternate Scope	\$93,842.56
CCR-003	South Wing VCT	\$7,488.00
CCR-004	SS Blockage/Sink Demo	\$23,230.26
CCR-005	Restrooms Refloor	\$8,279.86
<b>Contingency Overage:</b>		<b>\$223,883.29</b>

\*\*\*\*\*

**Administrative Recommendation:**

Approval of the G701-2017 Change Order Agreement between ECISD and Amstar for the Construction Change Directives



# AIA®

# Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Ector County ISD  
 Travis Elementary School  
 1400 S. Lee Ave.  
 Odessa, Texas 79761

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: April 7, 2025

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 001  
 Date: October 14, 2025

**OWNER:** *(Name and address)*  
 Ector County ISD  
 802 N. Sam Houston  
 Odessa, Texas 79761

**ARCHITECT:** *(Name and address)*  
 Parkhill  
 1700 W Wall Street, Suite 100  
 Midland, Texas 79701

**CONTRACTOR:** *(Name and address)*  
 AMSTAR, Inc.  
 1211 Pleasanton Road  
 San Antonio, Texas 78214

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

ORIGINAL CONTRACT AMOUNT: \$1,149,953.29  
 Contingency Amount (included in contract sum): \$25,000.00

**Dollar Values Applied to Contingency:**

CCR 001 Sewer Line Revisions	(\$116,042.61)
CCR 002 Alternate Scope	(\$93,842.56)
CCR 003 South Wing VCT	(\$7,488.00)
CCR 004 SS Blockage/ Sink Demo	(\$23,230.26)
CCR 005 Restrooms Refloor	(\$8,279.86)
Subtotal:	(\$223,883.29)
Remaining Contingency:	0.00

Revised Total Contract Amount: \$1,373,836.58

The original Contract Sum was	\$ 1,149,953.29
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,149,953.29
The Contract Sum will be increased by this Change Order in the amount of	\$ 223,883.29
The new Contract Sum including this Change Order will be	\$ 1,373,836.58

The Contract Time will be increased by one hundred and sixty-six (166) days.  
 The new date of Substantial Completion will be December 31, 2025

**NOTE:**

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

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

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

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

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

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

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



<b>CONSTRUCTION CHANGE REQUEST #001R</b>		
PROJECT: <i>(Name and Address)</i> Travis Magnet Elementary, 1400 S. Lee Ave. Odessa, Texas 79701	DATE: August 26, 2025 CONTRACT DATE: April 7, 2025 ARCHITECT'S PROJECT NUMBER: 45092.25.02	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Architect <input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: AMSTAR, Inc. 1211 Pleasanton Road San Antonio, Texas 78214	OWNER'S PROJECT NUMBER: 65224	<input checked="" type="checkbox"/> Other

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: *(Written description of the work)*

Reroute the lines serving the north classroom wing to the west and connect to an existing 8" municipal sewer line in an easement located within the school property to achieve the 1/8" code required slope.

Additionally, the city will require a manhole be installed at this location for the tie-in, and the manhole must be installed per City of Odessa standards by a preapproved contractor.

Refer to attached sheets for more information.

Submitted By: Nathan Agnew

Attachments: P2.1 and MPE2.1

**CONTRACTOR'S RESPONSE:**

Additional days requested for this CCR: 0

Add to /  Credit    Contract Sum    \$ \$91,042.61

Credit /  Deduct    Owner Contingency    \$ \$25,000.00

Credit /  Deduct    Allowance    \$ \_\_\_\_\_ (Name of Allowance)

**TOTAL CCR** **\$ \$116,042.61**

Attachment: Breakdown

## CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time \_\_\_\_\_

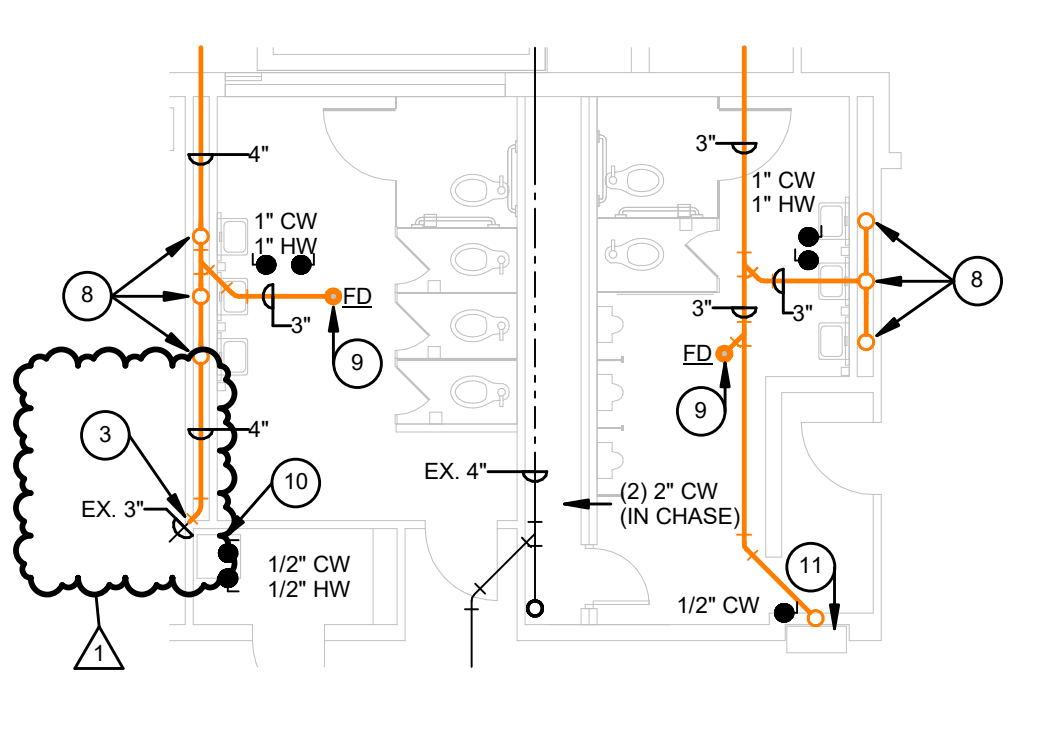
By: \_\_\_\_\_  
(Signature)

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

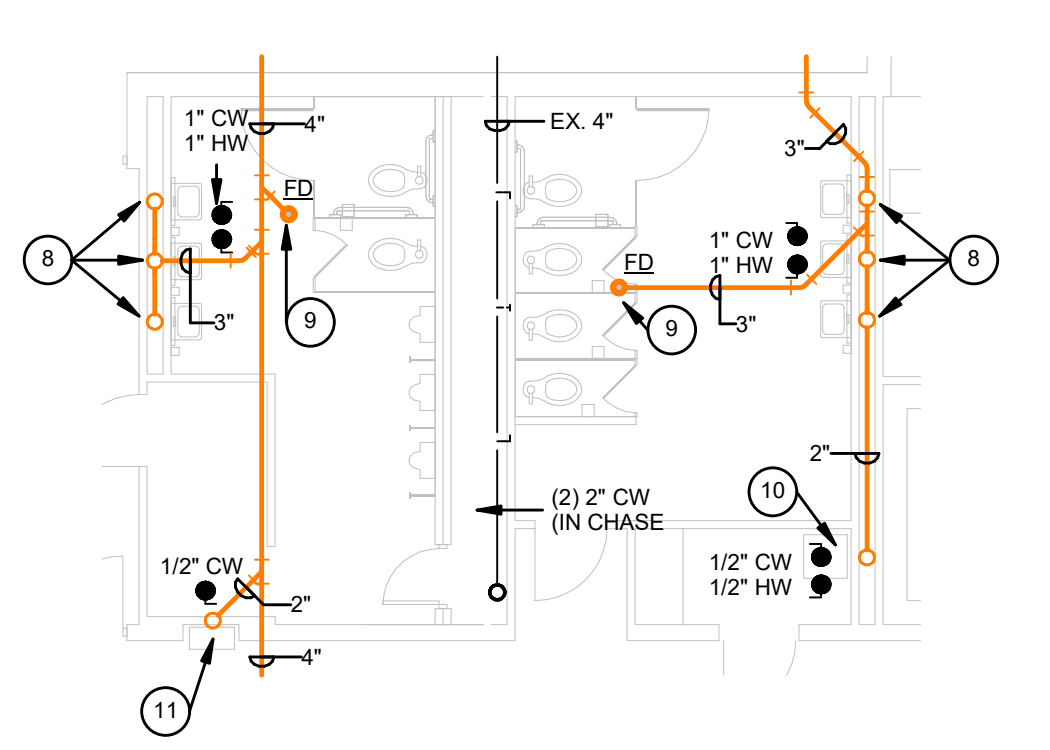
Table with 2 columns: #, DATE, DESCRIPTION. Row 1: 2, 5/28/2025, CCR-001R1. Row 2: 1, 3/21/2025, Addendum 001. Row 3: 1, 03/14/2025, ISSUED FOR CONSTRUCTION.

NOTES INDICATED BY "O"

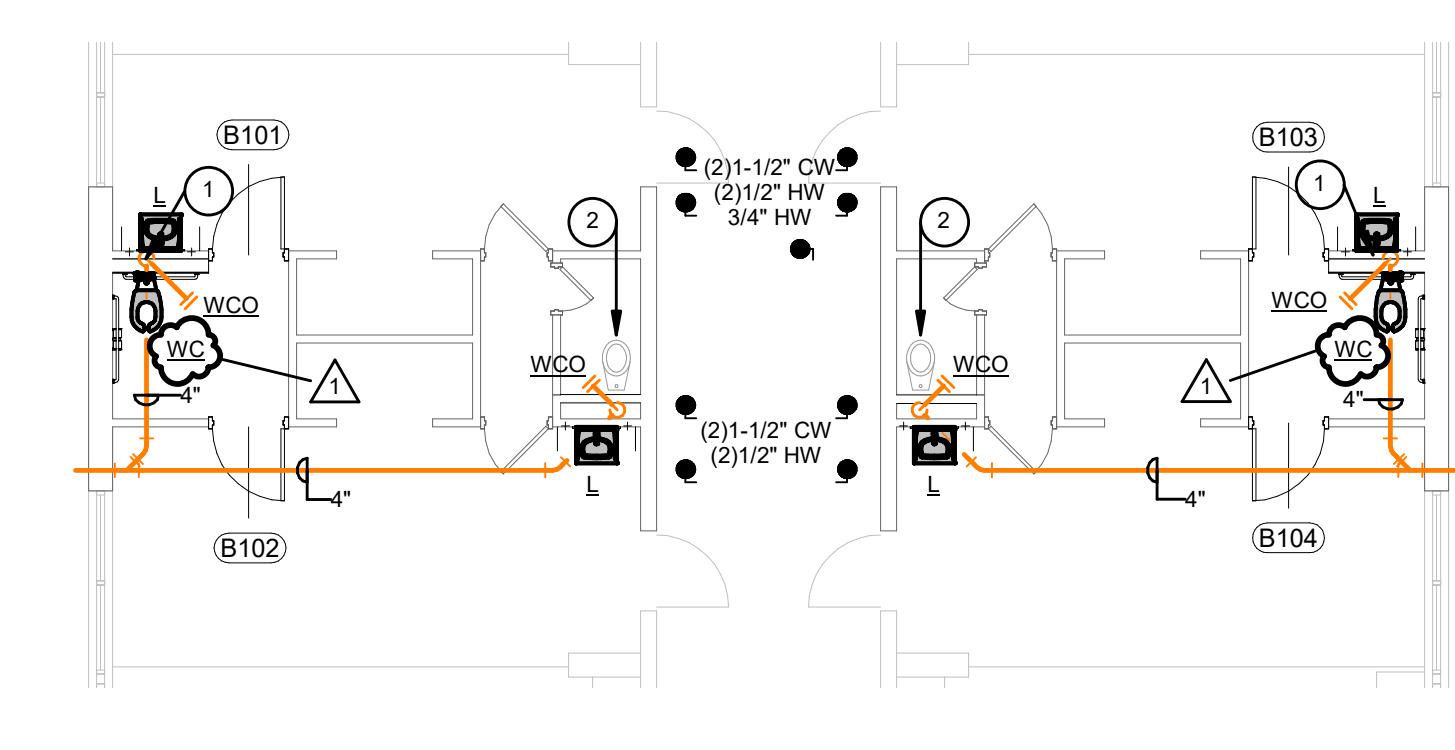
- 1. PROVIDE NEW WC AND LAV. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR BELOW ROOF. RECONNECT TO EXISTING CW AND HW ABOVE CEILING AND OFFSET PIPING INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNTED WATER PIPING AND ASSOCIATED STAINLESS STEEL ENCLOSURE.
2. REINSTALL EXISTING WC. PROVIDE NEW LAV. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR JUST BELOW ROOF RECONNECT TO EXISTING CW AND HW ABOVE CEILING AND OFFSET PIPING INTO CHASE AND RECONNECT. REMOVE SURFACE MOUNTED WATER PIPING AND ASSOCIATED STAINLESS STEEL ENCLOSURE.
3. PROVIDE NEW WASTE AND VENT PIPING FOR EXISTING SINK. RECONNECT TO EXISTING WASTE LINE SERVING CLASSROOMS TO THE SOUTH.
4. PROVIDE NEW WC. MODIFY AND RECONNECT TO EXISTING ROUGH IN AS REQUIRED.
5. LOCATE EXISTING CW LINE SERVING CLASSROOMS SOUTH OF THIS LOCATION AND CAP AND ABANDON. SINKS IN THESE ROOMS HAVE BEEN PREVIOUSLY REMOVED.
6. SINKS IN CLASSROOMS CONNECTED TO THIS WASTE LINE HAVE BEEN PREVIOUSLY REMOVED. EXISTING WASTE LINES SHALL REMAIN OUT OF SERVICE BUT SHALL BE RECONNECTED TO ACTIVE WASTE INCASE SINKS ARE ADDED BACK IN THE FUTURE.
7. REINSTALL EXISTING WC AND LAV. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING VTR JUST BELOW ROOF. RECONNECT TO EXISTING CW AND HW.
8. PROVIDE NEW WASTE AND VENT PIPING FOR EXISTING LAV.
9. PROVIDE NEW FLOOR DRAIN AND WASTE PIPING. LOCATE NEW FLOOR DRAIN IN SAME LOCATION AS EXISTING FLOOR DRAIN.
10. PROVIDE NEW WASTE AND VENT PIPING FOR EXISTING SERVICE SINK.
11. PROVIDE NEW WASTE AND VENT PIPING FOR EXISTING EWC.
12. PROVIDE NEW EWC. PROVIDE NEW WASTE AND VENT PIPING. RECONNECT TO EXISTING CW.
13. PROVIDE NEW WC AND WASTE AND VENT PIPING. RECONNECT TO EXISTING CW.
14. PROVIDE NEW LAV AND WASTE AND VENT PIPING. RECONNECT TO EXISTING CW AND HW IN CHASE.
15. REFER TO PIPE 2.1 FOR CONTINUATION.



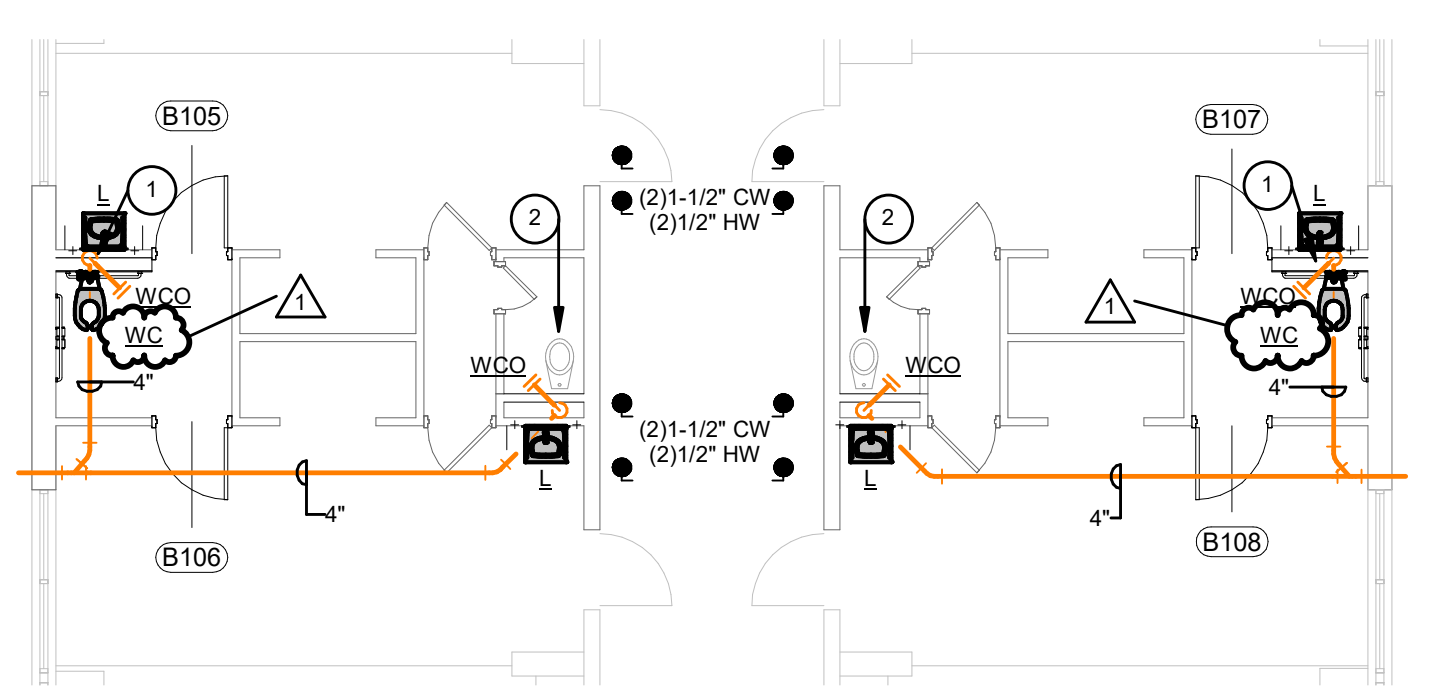
1 PLUMBING - Callout 1 SCALE: 1/8" = 1'-0"



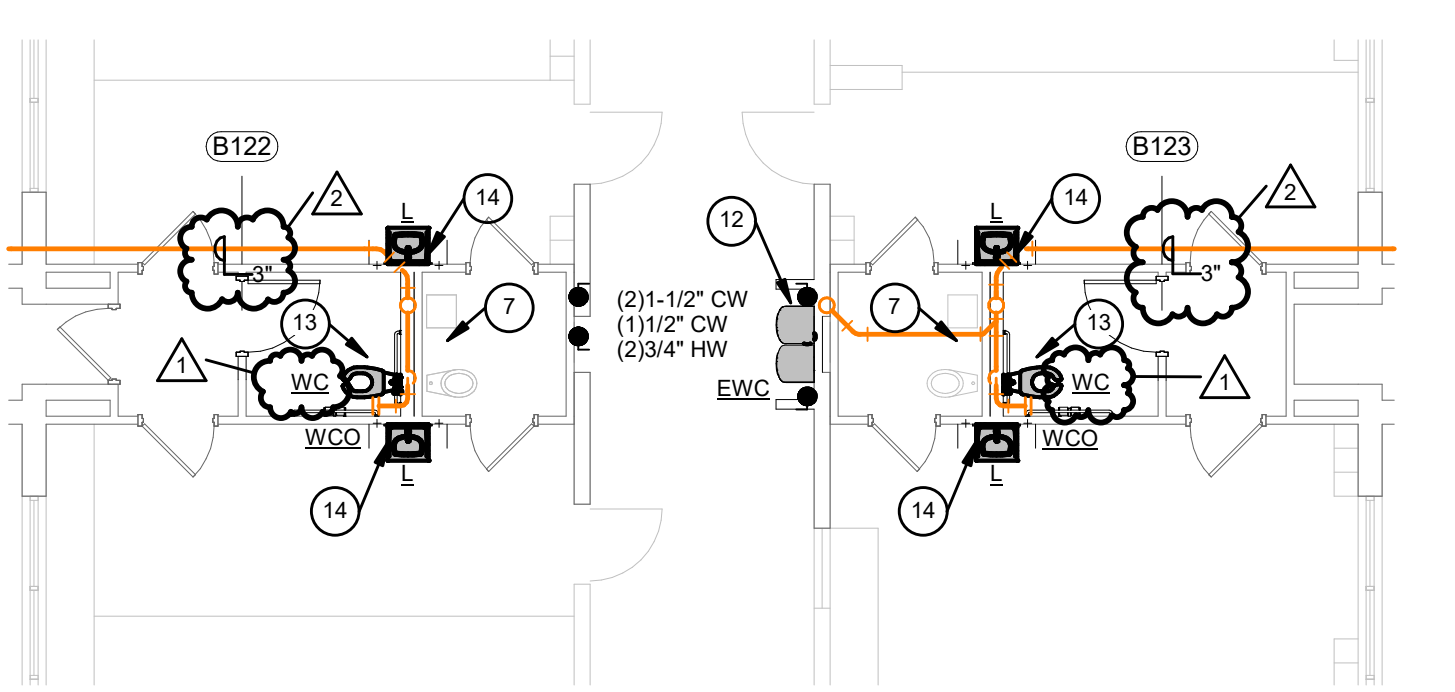
2 PLUMBING - Callout 2 SCALE: 1/8" = 1'-0"



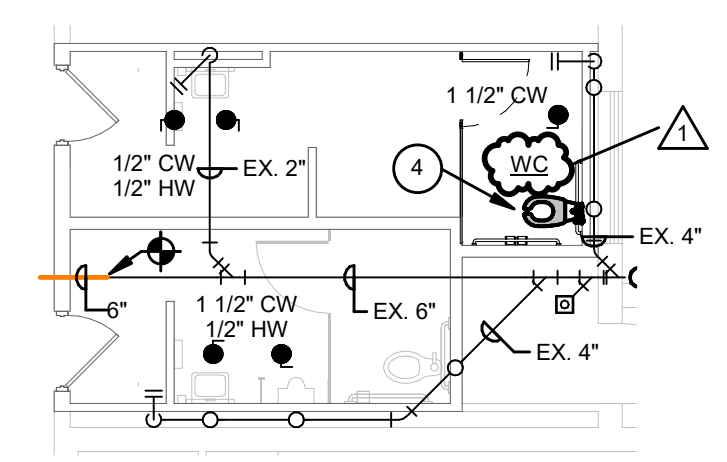
3 PLUMBING - Callout 3 SCALE: 1/8" = 1'-0"



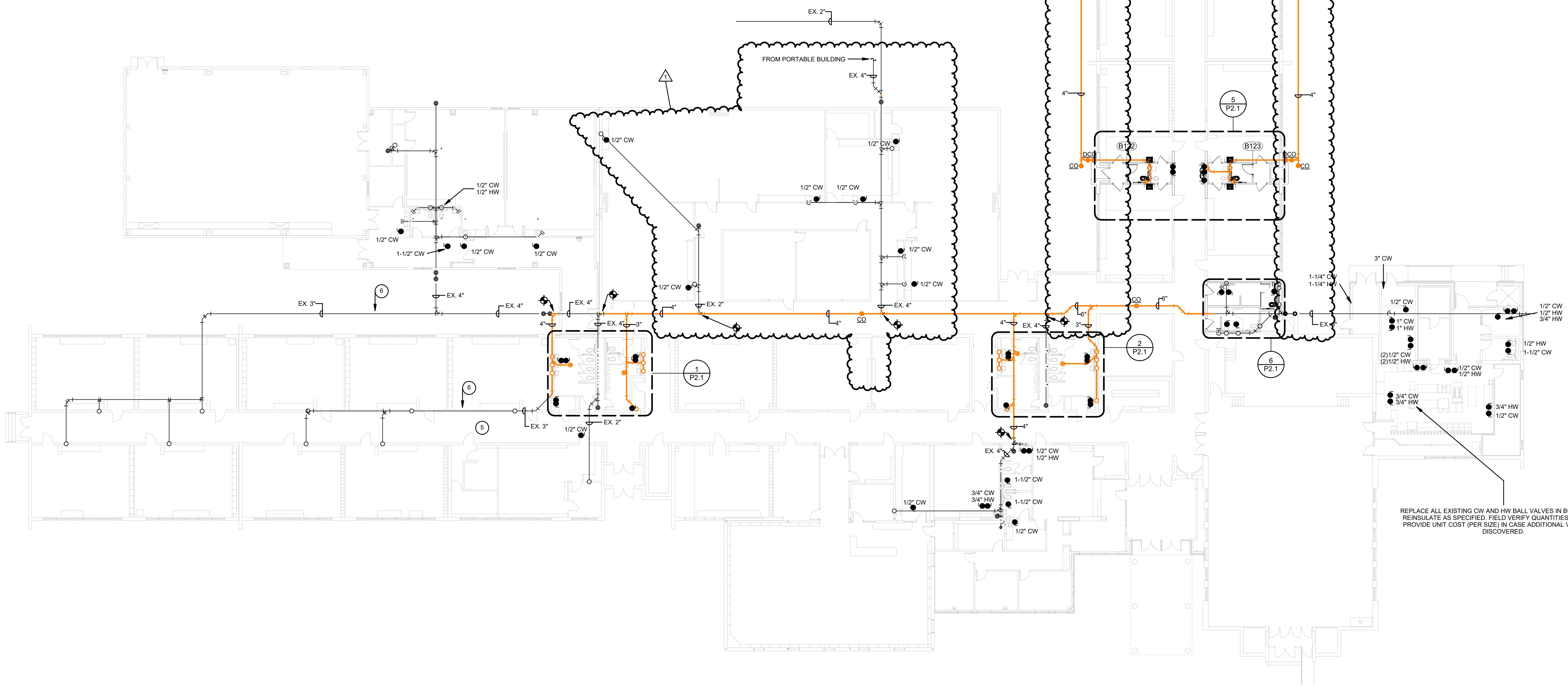
4 PLUMBING - Callout 4 SCALE: 1/8" = 1'-0"



5 PLUMBING - Callout 5 SCALE: 1/8" = 1'-0"

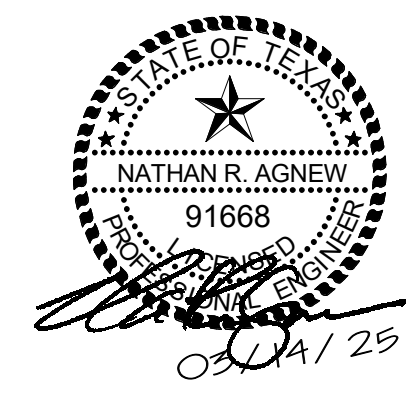


6 PLUMBING - Callout 6 SCALE: 1/8" = 1'-0"



REPLACE ALL EXISTING CW AND HW BALL VALVES IN BUILDING AND REINSULATE AS SPECIFIED. FIELD VERIFY QUANTITIES AND SIZES. PROVIDE UNIT COST (PER SIZE) IN CASE ADDITIONAL VALVES ARE DISCOVERED.

FLOOR PLAN - PLUMBING SCALE: 1/16" = 1'-0" NORTH



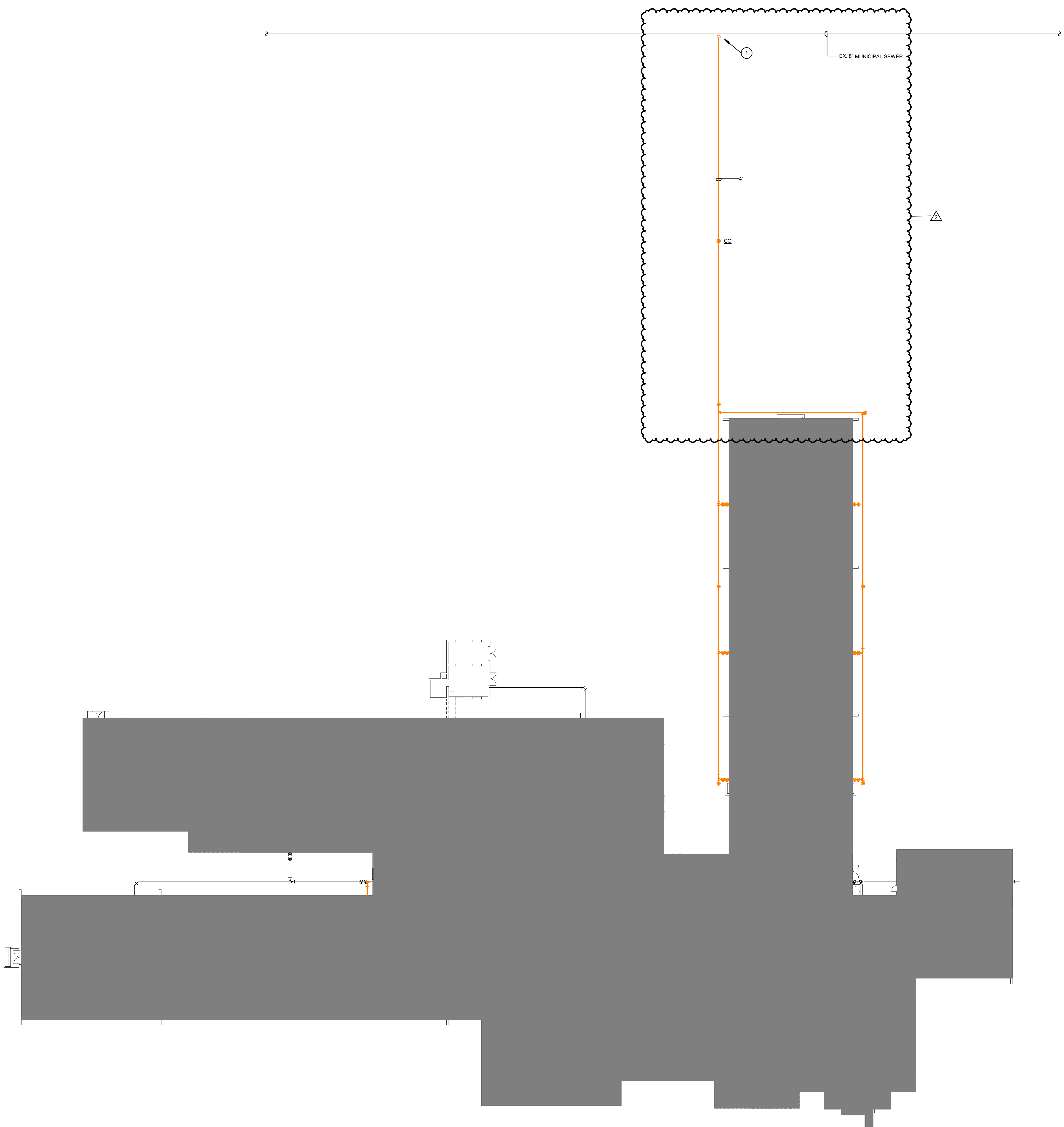
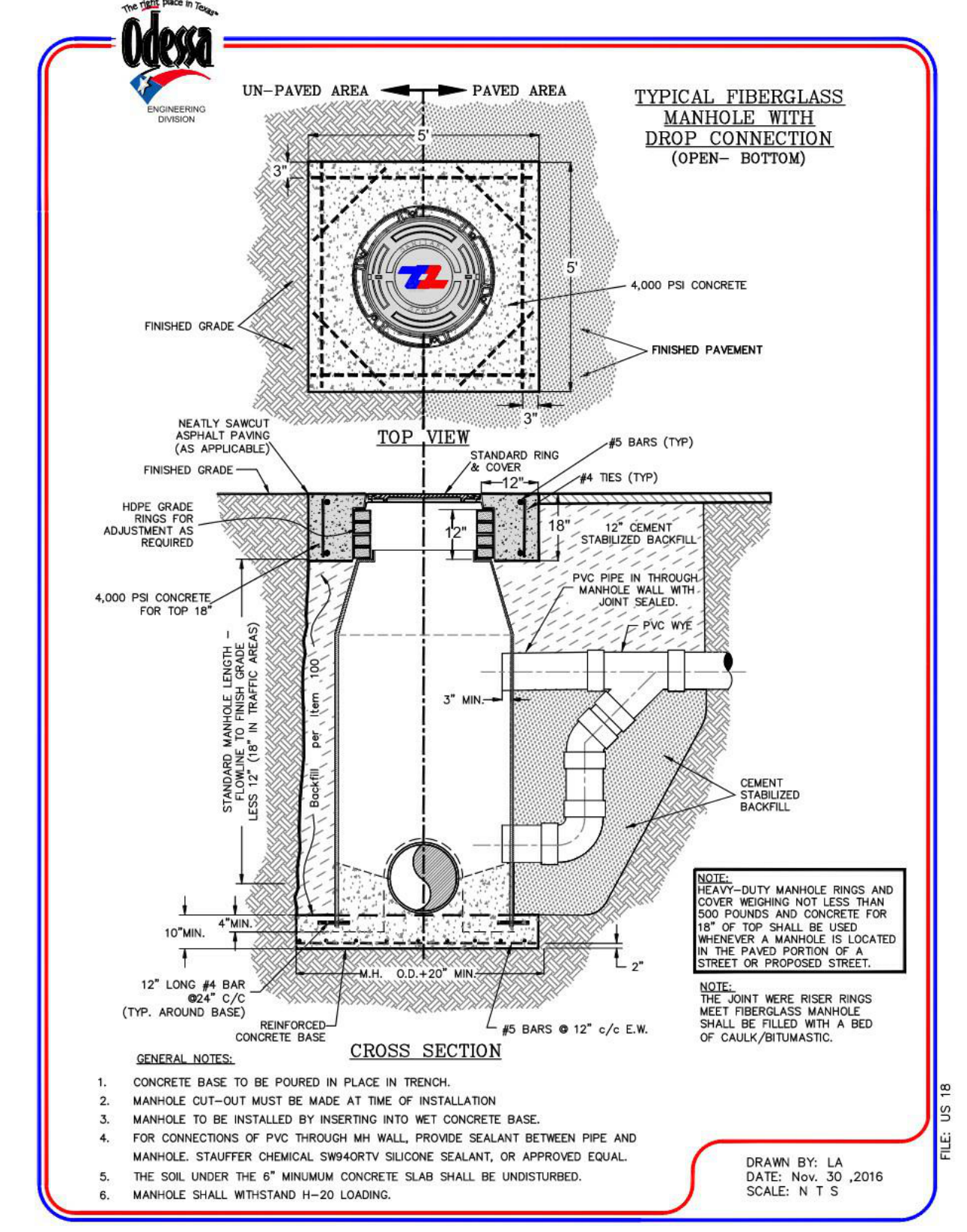
AGNEW ASSOCIATES, INC. MECHANICAL & ELECTRICAL CONSULTING ENGINEERS 11 BROCK, TEXAS TEXAS REGISTERED ENGINEERING FIRM 1-0051 AUSTIN, TEXAS PHONE: (866) 799-0753 AAI PROJECT NO. 1224048 PHONE: (512) 828-0753 FAX: (866) 799-2014 WWW.AGNEWASSOCIATES.COM FAX: (512) 310-0750

GENERAL NOTES

- A IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR, SUB-CONTRACTORS, MANUFACTURERS AND SUPPLIERS TO ADHERE TO THE REQUIREMENTS OF THE FOLLOWING GENERAL NOTES. IF CONFLICT OCCURS, CONTACT A/E PRIOR TO COMMENCEMENT OF WORK.
- B EVERY EFFORT HAS BEEN MADE TO MAKE THESE DOCUMENTS CONCISE AND COORDINATED, TO DEFINE WORK IN THE MOST LOGICAL PLACE AND TO ELIMINATE REDUNDANCY. THE SCOPE OF WORK IS DEFINED THROUGHOUT THE ENTIRE SET OF DRAWINGS & SPECIFICATIONS AND IS NOT LIMITED TO JUST ONE SERIES OF DRAWINGS OR DIVISION OF SPECIFICATIONS. REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS TO DETERMINE EACH CONTRACTOR'S SCOPE OF WORK. NO ADDITIONAL COST SHALL BE INCURRED BY THE OWNER FOR CONTRACTOR'S FAILURE TO UNDERSTAND THE FULL SCOPE OF WORK. IF CONFLICT OCCURS, CONTACT A/E PRIOR TO COMMENCEMENT OF WORK.
- C VERIFY THE EXACT LOCATION OF ALL EXISTING AND NEW UTILITIES AT THE SITE WITH THE UTILITY COMPANIES.

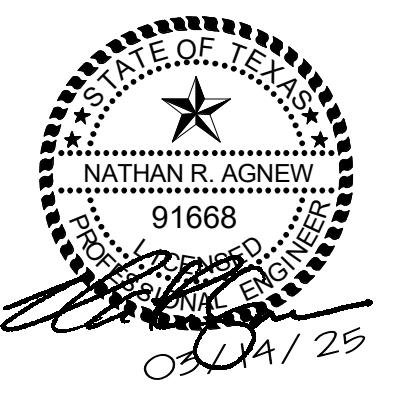
NOTES INDICATED BY "O"

- 1 CONNECTION SHALL BE MADE WITH CITY APPROVED MANHOLE INSTALLED BY CITY APPROVED UTILITY CONTRACTOR. REFER TO DETAIL. CONNECTION DEPTH IS BELIEVED TO BE APPROX. 3' BELOW GRADE. CONFIRM ADEQUATE DEPTH THAT WILL ALLOW 1/8" PER FOOT SLOPE OF SYSTEM PRIOR TO BEGINNING WORK.



MPE SITE PLAN  
SCALE: 1" = 20'-0"  
NORTH

**AGNEW ASSOCIATES, INC.**  
MECHANICAL & ELECTRICAL CONSULTING ENGINEERS  
14 BROCK, TEXAS REGISTERED ENGINEERING FIRM 64065 AUSTIN, TEXAS  
PHONE: (866) 799-0753 AAI PROJECT NO. 1224048 PHONE: (512) 828-0753  
FAX: (866) 799-2014 WWW.AGNEWASSOCIATES.COM FAX: (512) 310-0750



# ESTIMATE

Southerland and sons construction  
4345 lcr 307  
Colorado city TX 79512  
United States

Joseph Southerland  
4328139547  
4328139547  
jsouth678@gmail.com

**FOR**

Amstar  
Lubbock TX  
United States

Estimate No.: **003**  
Issue date: **7/31/2025**  
Valid until: **8/7/2025**

DESCRIPTION	QUANTITY	UNIT PRICE (\$)	DISCOUNT %	AMOUNT (\$)
Manhole Purchase manhole	1	7,500.00	0.00	7,500.00
Labor Labor to install manhole	1	6,500.00	0.00	6,500.00
<i>Travis school</i>			<b>TOTAL (USD):</b>	\$14,000.00

**Issued by, signature:**





Allstate Plumbing Heat & Air  
 16800 Radholme Ct., Suite C  
 Round Rock, Texas 78664  
 Phone (512) 990-8600  
 www.allstate-plumbing.com  
 License No. M-40499  
 TACLA 117912E

**BILL TO**

Amstar Inc.  
 1211 Pleasanton Road  
 San Antonio, TX 78214 USA

<b>ESTIMATE</b> 48782220	<b>ESTIMATE DATE</b> Jul 15, 2025
-----------------------------	--------------------------------------

**JOB ADDRESS**

Travis Elementary School  
 1400 S Lee Ave, Odessa, TX 79761  
 Odessa, TX 79761 USA

**Job:**

**ESTIMATE DETAILS**

New sewer line to new manhole: this is an estimate to remove the newly installed sewer line on the north wing of the school, and tie into a new manhole on the west side of the property adjacent to the playset and basketball courts

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Sewer Yard Replacement (PER FOOT)	For Sewer line replacement, this is for the excavation and associated rework for the new sewer lines. this is a per foot price. included excavation, bedding material and backfill. <span style="color: red;">trenching, laying and installation of the pipe. along with backfill this is the line that runs out to the manhole</span>	1.00	\$41,374.93	\$41,374.93
Commercial hourly labor	Commercial standard hourly labor, install new sewer line to new manhole	48.00	\$750.00	\$36,000.00
			<b>10 laborers over 48hrs</b>	
MISC	Contingency	1.00	\$10,000.00	\$10,000.00

**Materials**

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
267125	6X20 SCHEDULE 40 PLAIN END PVC DWV/PRESSURE PLASTIC PIPE	440.00	\$26.20	\$11,528.00
424770	6 HXH PVC DWV 45 ELBOW DOMESTIC	5.00	\$140.58	\$702.90
424787	6X4 HXHXH PVC DWV 45 WYE DOMESTIC	5.00	\$178.48	\$892.40
424760	6 HXH PVC DWV COUPLING DOMESTIC	1.00	\$82.80	\$82.80

3604	30876 16 OZ PVC HD CEMENT	5.00	\$49.06	\$245.30
3356273	IPS 14024 GALLON PURPLE LOW VOC PVC/ CPVC PRIMER	1.00	\$80.50	\$80.50

<b>POTENTIAL SAVINGS</b>	\$10,090.72-\$20,181.40
<b>SUB-TOTAL</b>	\$100,906.83
<b>ECTOR CO AD - 8.250000% 8.25%</b>	\$0.00
<b>TOTAL</b>	\$100,906.83

Thank you for choosing Allstate Plumbing Heat & Air. We appreciate your business!

Please Remit Payment to: 16800 Radholme Ct., Suite C, Round Rock, TX 78664

**GC Markup: 4%**  
**Subtotal = \$104,943.10**  
**minus 127ft of material for initial line =**  
**\$3,460.49**  
**TOTAL = \$101,482.61**

Thomas Montanez Texas State License Number M-40499  
 Regulated by the Texas State Board of Plumbing Examiners  
 Timothy Fromhart Texas State License Number TACLA 117912E  
 Regulated by the Texas Department of Licensing and Regulation



**NOTICE TO OWNER**

Under the Texas Mechanic's and Materialmen's Lien Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. A lien may be placed on your property if any person furnishing material or labor executes a written contract that sets forth the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with the document entitled "Lien Affidavit." A Lien Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have the right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project).

**TERMS AND CONDITIONS**

**RESPONSIBILITIES OF CUSTOMERS:**

Customer agrees to hold L2M Group LLC dba Allstate Plumbing harmless for the discovery of any of the following defective conditions:

- |                                |                                     |
|--------------------------------|-------------------------------------|
| 1. Improper or faulty plumbing | 4. Lines that are settled or broken |
| 2. Rusted or defective pipes   | 5. Existing illegal conditions      |
| 3. Acids in the drain system   | 6. Defective roofing                |

**RESPONSIBILITIES OF COMPANY – CONDITIONS AND LIMITATIONS**

Company shall do all work in a good workmanlike manner. Company is not responsible for any existing illegal conditions.

**LIMITED WARRANTY**

Company warrants its work to be free from defects in workmanship for the warranty period of ninety (90) days. (Materials, parts or fixtures as warranted by manufacturer) from completion unless otherwise stated in the writing on the face hereof. All drain stoppages shall have no warranty. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferable. If a defect in materials or workmanship covered by this warranty occurs, Company will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Company be held liable for water or other damage caused by any delay in remedy remedying the defect. To obtain warranty performance, notify Company of any defect or claims for breach at the address and telephone number on the face hereof.

**EXCLUSIONS AND LIMITATIONS: CUSTOMER'S RIGHTS TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL CONSEQUENTIAL DAMAGES RESULTING FROM THE MATERIALS PROVIDED FOR IN THIS CONTRACT.**

Company is not responsible for the following, which are excluded from coverage of this limited warranty:

- Defective conditions listed under the above "Responsibilities of Customer."
- Work performed by or materials installed by others not in this agreement.
- Defects and failures from mistreatment or neglect.

This limited warranty is the only express warranty Company gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose are limited to a duration of ninety (90) days from the date of completion.

**PROTECTION OF CUSTOMER'S PROPERTY**

Customer agrees to remove or protect any personal property, inside and out including, but not limited to, carpets, rugs, shrubs and planting, and Company shall not be responsible for said items. Nor shall Company be held responsible for the natural consequence of Company's work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

Company shall not be held responsible for damage to personal property, or any improvements to real property caused by persons delivering materials or equipment of keeping gates and doors closed for children and animals.

**ENTIRE AGREEMENT**

This is the entire agreement. The parties are not bound by any oral expression or representation by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns. Company will not provide an itemized breakdown of materials and labor for flat rate prices work. However, Company will provide an itemized list of all materials used to perform the necessary repair only upon written request.



**From:** Seth Ortiz <seth@amstarincgc.com>  
**Sent:** Thursday, August 28, 2025 3:28 PM  
**To:** Brandon Coker; Anahi Chavarin  
**Cc:** Clint Blassingame; Janice Solberg  
**Subject:** RE: Travis Original Proposal

**Importance:** High

**Categories:** Filed by Newforma

Good afternoon,

Below you will find the breakdown of the lump sum for the Alternates:

The alternates captured the following scope:

1. Demo of the existing chase walls and pony walls. **\$12,600.00**
2. Metal framing/ Durarock and ceiling patch for the new chase wall. **\$24,244.00**
3. Tile/Finishes for the chase wall. **\$18,358.56**
4. Extending the opening of the doorways to install ADA compliant doors( Includes doors frames and hardware.). **\$38,640.00**

**Total: \$93,842.56**

Respectfully,  
Seth Ortiz  
Senior Project Manager



2614 130th St. Suite 29  
Lubbock, Texas 79423  
O: 806-788-5500 C: 806-281-7797  
E: [seth@amstarincgc.com](mailto:seth@amstarincgc.com)

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**From:** Brandon Coker <[brandon@amstarincgc.com](mailto:brandon@amstarincgc.com)>  
**Sent:** Wednesday, August 27, 2025 4:50 PM  
**To:** Anahi Chavarin <[AChavarin@Parkhill.com](mailto:AChavarin@Parkhill.com)>  
**Cc:** Seth Ortiz <[seth@amstarincgc.com](mailto:seth@amstarincgc.com)>; Clint Blassingame <[clint.blassingame@amstarincgc.com](mailto:clint.blassingame@amstarincgc.com)>; Janice Solberg <[jsolberg@parkhill.com](mailto:jsolberg@parkhill.com)>  
**Subject:** RE: Travis Original Proposal

**From:** Stephen MacPhie <barrierfreetx@aim.com>  
**Sent:** Tuesday, August 26, 2025 8:28 PM  
**To:** Anahi Chavarin  
**Subject:** Re: TRAVIS ES ADA TRIGGERS

**Categories:** Filed by Newforma

Anahi,

Per our conversation, because the scope does not extend into the areas of primary function (classrooms, gym, cafeteria or offices), the work does not trigger additional elements required in TAS 202.4. The parking and restroom improvements shown in the drawings will need to comply, but additional elements (accessible routes and drinking fountains) would not be triggered unless they are touched in the scope.

In reference to the Jack & Jill toilet rooms affected: because they are single-user, same use (unisex student toilet rooms) and are in a cluster (either adjacent to or within sight of each other), only 50% will be required to comply as is shown in the drawings you provided. See the pertinent exception below:

**213.2 Toilet Rooms and Bathing Rooms.** Where toilet rooms are provided, each toilet room shall comply with 603. Where bathing rooms are provided, each bathing room shall comply with 603. **EXCEPTIONS: 4.** Where multiple single user toilet rooms are clustered at a single location, no more than 50 percent of the single user toilet rooms for each use at each cluster shall be required to comply with 603.

The project will need to be registered, reviewed and inspected if the cost exceeds \$50,000, but if the scope remains limited to what the plans you sent show, no additional compliance would be required outside the scope of the project. If you have any questions, please don't hesitate to contact me.

Best regards,

Stephen D. MacPhie  
Registered Accessibility Specialist #307  
Cornerstone Accessibility, LLC  
4210 E. Municipal Dr. #6  
Lubbock, TX 79403  
(806) 790-9227 cell  
(806) 744-2490 fax

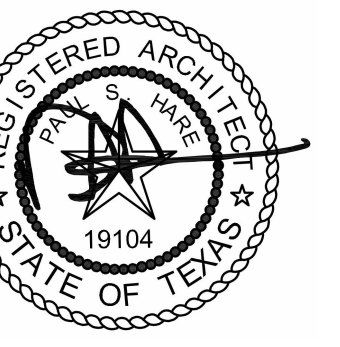
On Monday, August 25, 2025 at 10:15:13 AM CDT, Anahi Chavarin <[achavarin@parkhill.com](mailto:achavarin@parkhill.com)> wrote:

Good morning Stephen!

I am sending a friendly reminder to look over the drawing set for any ADA triggers for the jack and jill restrooms, which we had marked as alternates, depending on ADA requirements. The extent of the flooring scope is only to access the sewer piping. Thank you!

**Anahi Chavarin**, CDT, MSCM  
Project Manager Specialist

**Parkhill**

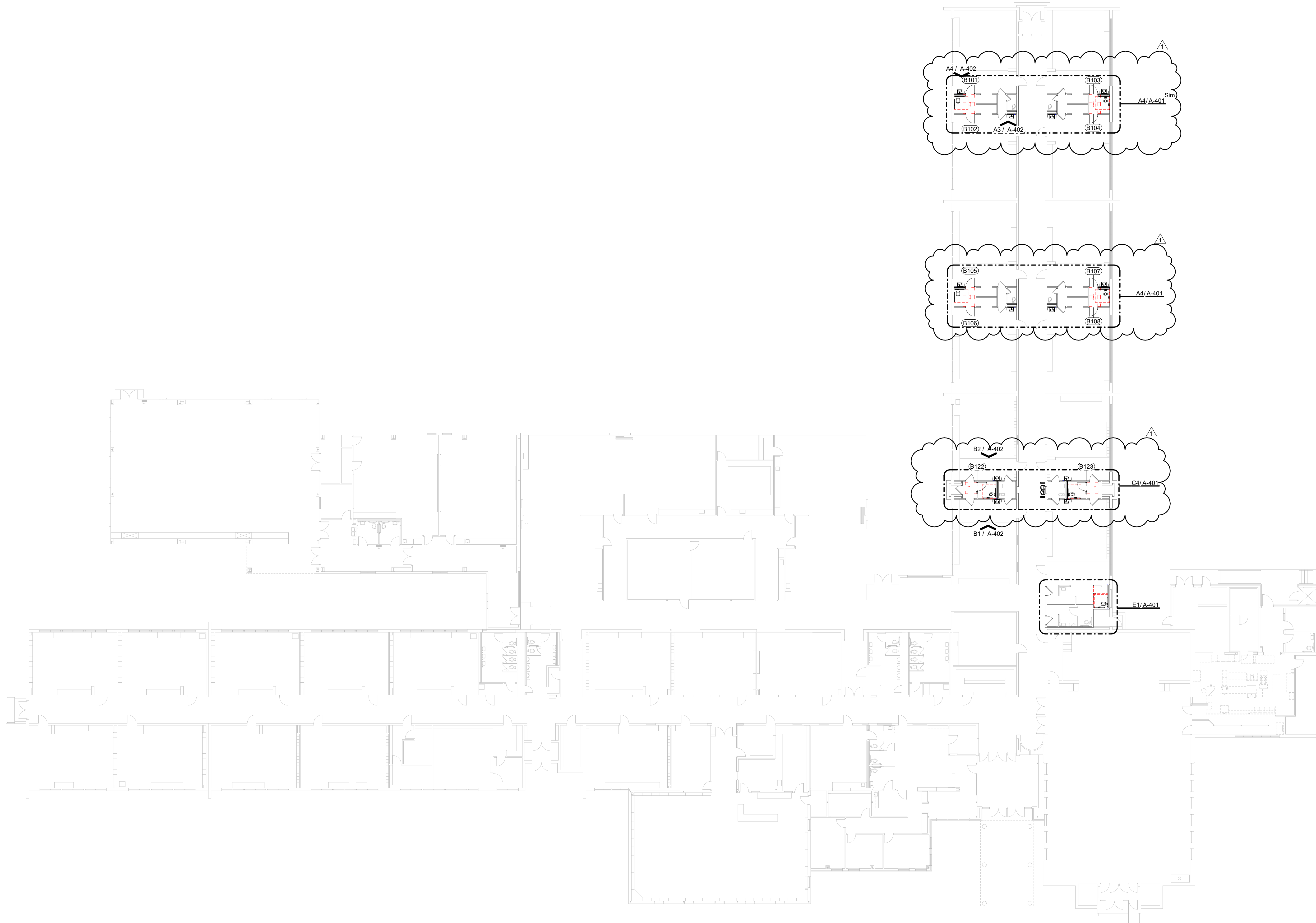


**GENERAL NOTES**

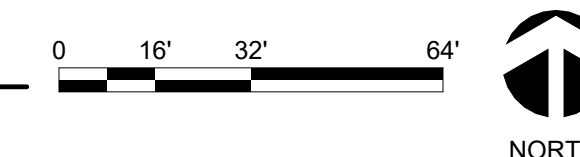
- A. REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING HEIGHTS/LOCATIONS FOR TOILET ROOM ACCESSORIES.
- B. INTERIOR DIMENSIONS ARE TO FACE OF STUD. MASONRY OR CENTERLINE OF STRUCTURE, UNLESS OTHERWISE NOTED.
- C. EXTERIOR DIMENSIONS ARE TO FACE OF MASONRY, UNLESS OTHERWISE NOTED.
- D. INTERIOR WALLS ARE 6" METAL STUDS, UNLESS OTHERWISE NOTED OR DIMENSIONED.
- E. VERIFY DIMENSIONAL DISCREPANCIES FROM THIS OR ANY PLAN, SECTION, OR ELEVATION WITH ARCHITECT PRIOR TO CONSTRUCTION.
- F. PROVIDE BLOCKING ON ALL EQUIPMENT AS REQUIRED.
- G. PROVIDE BLOCKING FOR OWNER PROVIDED TOILET ACCESSORIES AS REQUIRED.
- H. ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES, STANDARDS, AND REGULATIONS.
- I. CONTRACTOR SHALL COORDINATE, OBTAIN, AND MAINTAIN ALL BUILDING PERMITS REQUIRED FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY.
- J. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING BUILDING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING AND BRACING TO ENSURE SUCH SAFETY.
- K. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON PLANS OR NOT, AND TO PROTECT THEM FROM DAMAGE.
- L. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, RECOMMENDATIONS AND/OR SPECIFICATIONS.
- M. BASIS FOR DESIGN SPECIFICATION INCLUDED ON SHEET A-401
- N. PROVIDE JOINT SEALANTS, BACKINGS, AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES. COLOR OF EXPOSED JOINT SEALANTS SHALL BE SELECTED BY OWNER. CLEAN OUT JOINTS IMMEDIATELY BEFORE INSTALLING JOINT SEALANTS. REMOVE ALL FOREIGN MATERIAL FROM JOINT SUBSTRATES THAT COULD INTERFERE WITH ADHESION OF JOINT SEALANT. COMPLY WITH JOINT SEALANT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS FOR PRODUCTS AND APPLICATIONS. INSTALL SEALANT BACKINGS TO SUPPORT SEALANTS DURING APPLICATION. INSTALL SEALANTS USING PROVEN TECHNIQUES AND TOOL SEALANTS BEFORE SKINNING OR CURING BEGINS WITH CONCAVE JOINT PROFILE.

**SCOPE OF WORK**

- ARCHITECTURAL MODIFICATIONS:
  - BUILDING ENVELOPE: ON THE EXTERIOR FACADES, REPLACE EXISTING WATERPROOFING/SEALANT JOINTS AT ALL DOOR / WINDOW OPENINGS AND BUILDING CONSTRUCTION OR EXPANSION JOINTS.
  - ALTERNATE 002A (DEPENDENT ON PLUMBING WORK): RENOVATE TOILET ROOM TO MEET IBC AND TAS REGULATIONS AND STANDARDS. WORK TO INCLUDE, BUT NOT LIMITED TO, REPLACING EXISTING DOORS WITH NEW DOORS (36" WIDTH), REPLACE EXISTING WATER CLOSET, ADD GRAB BARS AND MISCELLANEOUS INTERIOR WALL PARTITION DEMOLITION AND REPLACEMENT.
  - ALTERNATE 002B: RENOVATE TOILET ROOM TO MEET IBC AND TAS REGULATIONS AND STANDARDS. WORK TO INCLUDE, BUT NOT LIMITED TO, REPLACING EXISTING TOILET PARTITION WITH NEW PARTITION AND REMOVING EXISTING WATER CLOSET AND ACCESSORIES.
- PLUMBING MODIFICATIONS:
  - REPLACE DOMESTIC WATER VALVES THROUGH-OUT ENTIRE FACILITY.
  - REPLACE ALL "CAST IRON" SANITARY PIPING THROUGH-OUT FACILITY INCLUDING EXTERIOR RUNS.
  - REPLACE EXISTING DRINKING FOUNTAIN OUTSIDE ROOM 119 AND 130 TO MEET IPC AND TAS STANDARDS.
- EXTERIOR WORK:
  - FIRE & LIFE SAFETY: LOCATE EXISTING ADA PARKING SIGNS TO CORRECT TO MEET TAS STANDARDS (EAST, SOUTH AND NORTH PARKING LOTS), CORRECT STRIPING ON VAN ACCESSIBLE SPACE TO MEET TAS STANDARDS (EAST PARKING LOT), ADD ADA PARKING SPACE TO MEET TAS STANDARDS (SOUTH PARKING LOT) AND CORRECT SLOPE ON CURB RAMPS (REFER TO DRAWINGS).
  - MODIFY LANDING AND RAMP AT EXTERIOR DOOR FOR EGRESS (REFER TO DRAWINGS).



**A1** FIRST FLOOR - ANNOTATED/DIMENSIONED FLOOR PLAN  
1/16" = 1'-0"



**Travis Elementary School**  
 ECISD Priority 1 and 2 Renovations and Renewals Projects



**CLIENT**  
 Ector County ISD  
 1400 S Lee Ave., Odessa, TX 79761

**PROJECT NO.**  
 45092.25.02

**KEY PLAN**

#	DATE	DESCRIPTION
1	03/21/2025	ADDENDUM 001
-	03/14/2025	ISSUE FOR CONSTRUCTION

**Floor Plan - Overall**  
**A-111**

<b>CONSTRUCTION CHANGE REQUEST #003</b>		
PROJECT: <i>(Name and Address)</i> Travis Magnet Elementary, 1400 S. Lee Ave. Odessa, Texas 79701	DATE: September 9, 2025 CONTRACT DATE: April 7, 2025 ARCHITECT'S PROJECT NUMBER: 45092.25.02	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Architect <input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: AMSTAR, Inc. 1211 Pleasanton Road San Antonio, Texas 78214	OWNER'S PROJECT NUMBER: 65224	<input checked="" type="checkbox"/> Other

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: <i>(Written description of the work)</i> Provide pricing for S wing VCT demoed during asbestos abatement. Refer to attachments for more information.
--

Submitted By: Brandon Coker, Amstar

Attachments: Pricing Breakdown, Floor plan markup, Site photos

**CONTRACTOR'S RESPONSE:**

Additional days requested for this CCR: 0

- Add to /  Credit    Contract Sum                    \$ 7,488.00
- Credit /  Deduct    Owner Contingency                    \$ \_\_\_\_\_
- Credit /  Deduct    Allowance                                \$ \_\_\_\_\_ *(Name of Allowance)*

**TOTAL CCR** **\$ 7,488.00**

Attachment: Breakdown

<b>CONSTRUCTION CHANGE REQUEST APPROVAL</b>
---

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time 0

By: \_\_\_\_\_  
*(Signature)*

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

**RFI**  
**No.** \_\_\_\_\_

TO: Parkhill

FROM:

SUBMITTED BY:

PROJECT NAME:

PARKHILL PROJECT NO.:

\* Items to be completed by Contractor before submittal to Parkhill for review. RFI form must be fully completed for Parkhill to respond.

<b>Issue Date:</b>		<b>*Requested Reply Date:</b>	
--------------------	--	-------------------------------	--

\***RFI DESCRIPTION:** (Fully describe the question or type of information requested. Provide photos and/or sketches as applicable to help with the description. Additional pages may be attached, if needed.)

\***REFERENCES/ATTACHMENTS:** (List specific documents researched when seeking the information requested.)

Specifications	Drawings	Other

\*Disciplines involved (select one or more):

- Architect    Civil    Landscape Architect    Interior Designer    Structural    Mechanical    Plumbing  
 Electrical    List Other \_\_\_\_\_

\***CONTRACTOR'S PROPOSED SOLUTION:** (If RFI concerns a site or construction condition, the sender shall provide a recommended solution, including cost and/or schedule considerations before Parkhill can respond. The proposal solution shall consist of a revised text, sketches, drawings, etc. as applicable to a full and complete explanation.)

**RESPONSE:** (Provide answer to RFI, including cost and/or schedule considerations, revised text, sketches, drawings, etc. as applicable to fully explain response. Additional pages may be attached, if needed.)

Response by: \_\_\_\_\_

Attachments:

Copies:  Owner  Consultants

**Note:** This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Construction Change Request must be executed in accordance with the Contract Documents.

## Anahi Chavarin

---

**From:** Brandon Coker <brandon@amstarincgc.com>  
**Sent:** Friday, September 5, 2025 3:13 PM  
**To:** Anahi Chavarin  
**Cc:** Seth Ortiz; Clint Blassingame; Janice Solberg  
**Subject:** Travis Elementary CCR-003 - Additional VCT for South Hallway  
**Attachments:** AMSTAR\_CCR3\_Backup.pdf

**Categories:** Filed by Newforma

Good afternoon Anahi,

Attached you will find our backup for the additional square footage of VCT required due to the demo of the entire hallway.

This price reflects an additional 1618 square feet of VCT along with 400 linear feet of cove base.

Contractor pricing: \$7,200.00  
GC Markup: \$288.00  
Total Change Request: \$7,488.00

Respectfully,  
Brandon Coker  
Assistant Project Manager / Superintendent



2614 130th St Suite 29  
Lubbock, Texas 79423  
O: C: 806-368-1180  
E: brandon@amstarincgc.com

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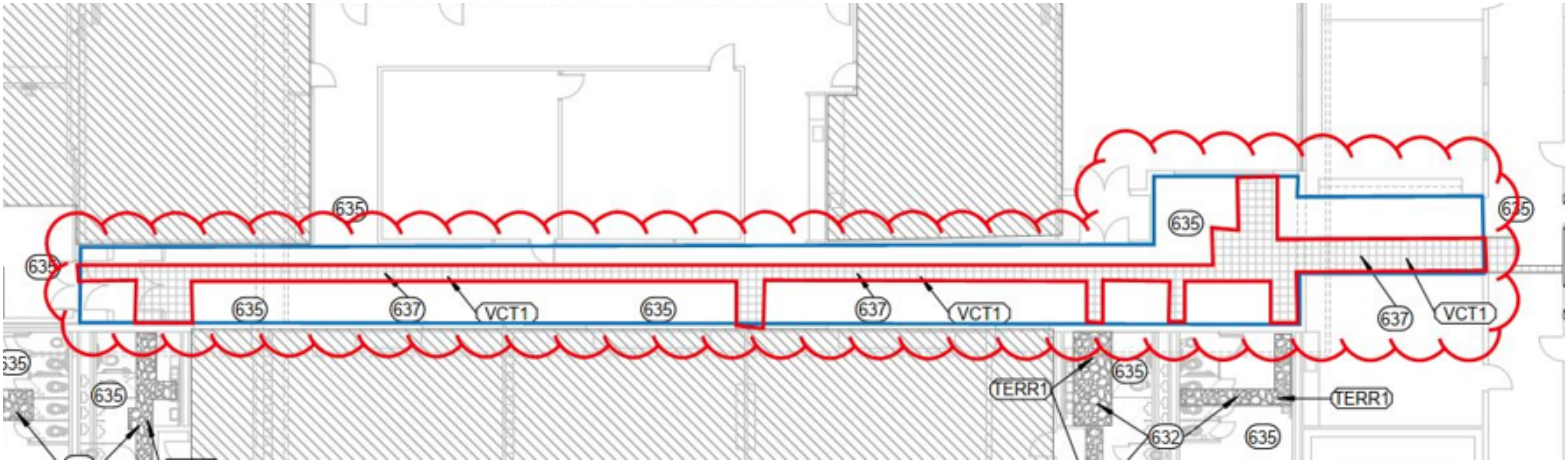
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<b>CONSTRUCTION CHANGE REQUEST #004</b>		
PROJECT: <i>(Name and Address)</i> Travis Magnet Elementary, 1400 S. Lee Ave. Odessa, Texas 79701	DATE: October 8, 2025 CONTRACT DATE: April 7, 2025 ARCHITECT'S PROJECT NUMBER: 45092.25.02	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Architect <input checked="" type="checkbox"/> Contractor
TO CONTRACTOR: AMSTAR, Inc. 1211 Pleasanton Road San Antonio, Texas 78214	OWNER'S PROJECT NUMBER: 65224	<input checked="" type="checkbox"/> Other

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modification to the Contract Documents described herein. **THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL APPROVED BY THE OWNER.**

Description: <i>(Written description of the work)</i> Provide pricing to cap both existing 2" waste lines serving the classroom sinks below grade. Remove sinks and cap associated waste and water lines at wall. Install new counter tops. Reconnect existing 4" line serving portable so it remains active. 2" waste line from boiler to be abandoned.
---

Submitted By: Anahi Chavarin, Parkhill      Attachments: RFI 006

**CONTRACTOR'S RESPONSE:**

Additional days requested for this CCR: 0

<input checked="" type="checkbox"/> Add to / <input type="checkbox"/> Credit	Contract Sum	\$ _____	
<input type="checkbox"/> Credit / <input type="checkbox"/> Deduct	Owner Contingency	\$ _____	
<input type="checkbox"/> Credit / <input type="checkbox"/> Deduct	Allowance	\$ _____	<small><i>(Name of Allowance)</i></small> _____

**TOTAL CCR** \$ \_\_\_\_\_

Attachment: Breakdown

## CONSTRUCTION CHANGE REQUEST APPROVAL

When signed by Owner and upon receipt of approved document by the Contractor, the Contractor shall proceed with the change(s) described above. If CCR is changing the Contract Sum or GMP by cost or time, an official Change Order on AIA G701 will be executed and distributed.

Approved Additional Time \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature)*

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

<b>Cost Breakdown:</b>	
Allstate Plumbing:	\$ 7,434.21
CG Millwork:	\$13,000.00
Amstar Supervision:	\$ 940.71 --- Superintendent, Lodging, Per diem 3 days
4% GC Markup:	\$ 855.00
Bond Cost:	\$ 555.75
Coop Cost:	\$ 444.60
<b>Total Cost:</b>	<b>\$23,230.26</b>

Parkhill, Smith & Cooper, Inc. | 1700 W. Wall Midland TX 79701 United States

PROJECT: 45092.25.02 ECISD PR1&2 Bond - DATE SENT: 10/7/2025  
Pkg 1 Travis  
45092.25.02

SUBJECT: Blockages in sewer from Portable RFI ID: RFI-006

TYPE: RFI TRANSMITTAL ID: 00096

PURPOSE: Answered VIA: Procure

QUESTION:

**NOTE:** Received 6 files from Procure at 03:55 PM CDT on 09/18/2025. Any changes made to the RFI in Procure after this time are not shown in Newforma.

**Question:**

The existing drain line coming from the portable building is nearly full of rust and debris. This line is marked to remain. They can attach this to the new line as planned but are worried it will cause drainage issues for all sinks up that line.

SUGGESTION:

ANSWER:

Cap both existing 2" waste lines serving the classroom sinks below grade. Remove sinks and cap associated waste and water lines at wall. Install new counter tops (refer to Parkhill for direction). Reconnect existing 4" line serving portable so it remains active. Still need to determine if waste line from boiler house needs to be kept active, and if so, tie it into the 4" portable line if it is not already. Maybe this has been done, but if so, I am not aware.

ECISD confirmed 2" line from portable will be abandoned. CCR for scope of work to follow.

FROM

NAME	COMPANY	EMAIL	PHONE
Lysha Ornelas	Parkhill, Smith & Cooper, Inc.	aornelas@Parkhill.com	432.681.6141

TO

NAME	COMPANY	EMAIL	PHONE
Brandon Coker	Amstar Inc.	brandon@amstarincgc.com	806.788.5500

DESCRIPTION OF CONTENTS

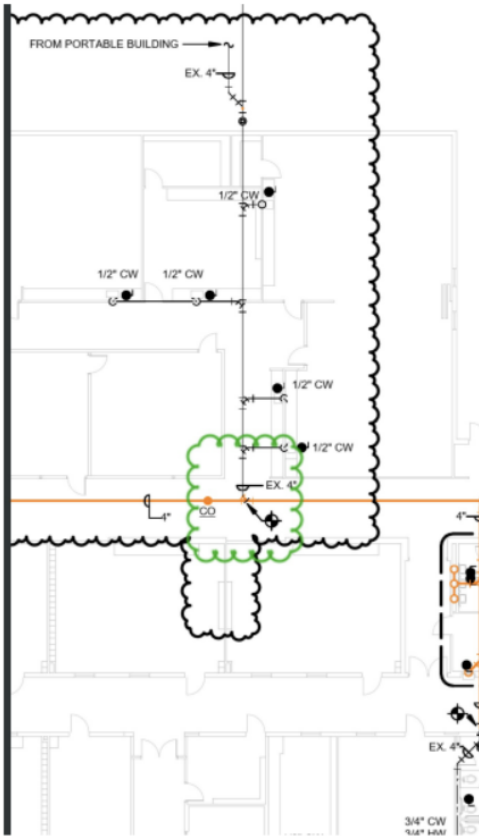
QTY	DATED	TITLE	NUMBER	SCALE	SIZE
1	10/8/2025	RFI-			


# RFI Transmittal

DATE: 10/7/2025

ID: 00096

QTY	DATED	TITLE	NUMBER	SCALE	SIZE
		006_Parkhill_response.pdf			





# CG MILLWORK & CONSTRUCTION LLC

## PROPOSAL

October 13, 2025

TO: Amstar, Inc.

PROJECT: **TRAVIS COUNTERTOPS REPLACEMENT**

---

**SCOPE:** Demolition of the existing countertops and fabricate and install Plastic-Laminate-Clad Countertops, in accordance with the email dated 10/6/2025.

**Fabrication and Installation:                      \$ 13,000.00 us dlls**

**NOTES:** This job is to be Custom grade on a frameless construction per AWI Standards.  
ALL COUNTERTOPS WILL BE ON MDF CORE.

**EXCLUSIONS:**

<ul style="list-style-type: none"><li>• Electrical &amp; plumbing fixtures</li><li>• Bond &amp; umbrella policy</li><li>• Taxes</li><li>• Blocking behind walls</li><li>• Rough Carpentry</li><li>• Equipment</li><li>• Window casing and window jambs</li></ul>	<ul style="list-style-type: none"><li>• Wood doors/casing/jambs</li><li>• Vinyl base</li><li>• Glass and glazing</li><li>• Tempered Glass</li></ul>
--	---

**CONDITIONS:**

- Proposal is good for 20 days.
- **HUB/VIN# 126-295-754-0300**
- **NM DEPARTMENT OF LABOR #24612994642018**

*Please call me if you have any questions, thank you.*

Sincerely,  
Paola Coronado  
Estimator/PM

10100 Railroad Dr Bldg A  
EL Paso, TX 79924  
Phone: 915-300-2161  
Fax: 915-534-7100  
Email: pcoronado@cgconstruction.net





Allstate Plumbing Heat & Air  
 16800 Radholme Ct., Suite C  
 Round Rock, Texas 78664  
 Phone (512) 990-8600  
 www.allstate-plumbing.com  
 License No. M-40499  
 TACLA 117912E

**BILL TO**

Amstar Inc.  
 1211 Pleasanton Road  
 San Antonio, TX 78214 USA

<b>ESTIMATE</b> 52452172	<b>ESTIMATE DATE</b> Oct 06, 2025
-----------------------------	--------------------------------------

**JOB ADDRESS**

Travis Elementary School  
 1400 S Lee Ave, Odessa, TX 79761  
 Odessa, TX 79761 USA

**Job:**

**ESTIMATE DETAILS**

Demo and cap 7 sinks water line and sewer : Demo and cap 7 sinks water line and sewer

Move sink and debris to onsite trash container provided by other.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Commercial hourly labor	Commercial standard hourly labor	21.00	\$315.00	\$6,615.00

**Materials**

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
2305	2 PVC-DWV FEMALE ADAPTER	7.00	\$7.62	\$53.34
2306	2 PVC CAP	7.00	\$3.74	\$26.18
536776	ANA 2006 2IN HUSKY HD2000 NH CPLG	7.00	\$50.67	\$354.69
308331	1-1/4 C WROT COPPER TUBE CAP DOMESTIC	14.00	\$13.47	\$188.58
270079	1 C WROT COPPER TUBE CAP DOMESTIC	14.00	\$9.60	\$134.40
0328	3/4 C WROT COPPER TUBE CAP DOMESTIC	14.00	\$4.43	\$62.02

<b>POTENTIAL SAVINGS</b>	\$743.40-\$1,486.80
<b>SUB-TOTAL</b>	\$7,434.21
<b>ECTOR CO AD - 8.250000% 8.25%</b>	\$67.58
<b>TOTAL</b>	\$7,501.79

Thank you for choosing Allstate Plumbing Heat & Air. We appreciate your business!  
Please Remit Payment to: 16800 Radholme Ct., Suite C, Round Rock, TX 78664

Thomas Montanez Texas State License Number M-40499  
Regulated by the Texas State Board of Plumbing Examiners  
Timothy Fromhart Texas State License Number TACLA 117912E  
Regulated by the Texas Department of Licensing and Regulation



## **NOTICE TO OWNER**

Under the Texas Mechanic's and Materialmen's Lien Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. A lien may be placed on your property if any person furnishing material or labor executes a written contract that sets forth the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with the document entitled "Lien Affidavit." A Lien Affidavit is not a lien against your property. Its purpose is to notify you of persons who may have the right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is one hundred twenty (120) days after completion of your project).

## **TERMS AND CONDITIONS**

### **RESPONSIBILITIES OF CUSTOMERS:**

Customer agrees to hold L2M Group LLC dba Allstate Plumbing harmless for the discovery of any of the following defective conditions:

1. Improper or faulty plumbing
2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken
5. Existing illegal conditions
6. Defective roofing

### **RESPONSIBILITIES OF COMPANY – CONDITIONS AND LIMITATIONS**

Company shall do all work in a good workmanlike manner. Company is not responsible for any existing illegal conditions.

### **LIMITED WARRANTY**

Company warrants its work to be free from defects in workmanship for the warranty period of ninety (90) days. (Materials, parts or fixtures as warranted by manufacturer) from completion unless otherwise stated in the writing on the face hereof. All drain stoppages shall have no warranty. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferable.

If a defect in materials or workmanship covered by this warranty occurs, Company will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Company be held liable for water or other damage caused by any delay in remedy remedying the defect. To obtain warranty performance, notify Company of any defect or claims for breach at the address and telephone number on the face hereof.

**EXCLUSIONS AND LIMITATIONS: CUSTOMER'S RIGHTS TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL CONSEQUENTIAL DAMAGES RESULTING FROM THE MATERIALS PROVIDED FOR IN THIS CONTRACT.**

Company is not responsible for the following, which are excluded from coverage of this limited warranty:

Defective conditions listed under the above "Responsibilities of Customer."  
Work performed by or materials installed by others not in this agreement.  
Defects and failures from mistreatment or neglect.

This limited warranty is the only express warranty Company gives. IMPLIED WARRANTIES, including, but not limited to, warranties of merchantability and fitness for a particular purpose are limited to a duration of ninety (90) days from the date of completion.

### **PROTECTION OF CUSTOMER'S PROPERTY**

Customer agrees to remove or protect any personal property, inside and out including, but not limited to, carpets, rugs, shrubs and planting, and Company shall not be responsible for said items. Nor shall Company be held responsible for the natural consequence of Company's work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

Company shall not be held responsible for damage to personal property, or any improvements to real property caused by persons delivering materials or equipment of keeping gates and doors closed for children and animals.

### **ENTIRE AGREEMENT**

This is the entire agreement. The parties are not bound by any oral expression or representation by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns. Company will not provide an itemized breakdown of materials and labor for flat rate prices work. However, Company will provide an itemized list of all materials used to perform the necessary repair only upon written request.





# LVR Commercial Flooring

8518 Urbana Avenue  
Lubbock, Texas 79424

Telephone 806-866-9797  
Fax 806-866-0084

## PROPOSAL

To: Amstar Inc

-- Ector ISD Burseson and Travis

-- Change Request #6

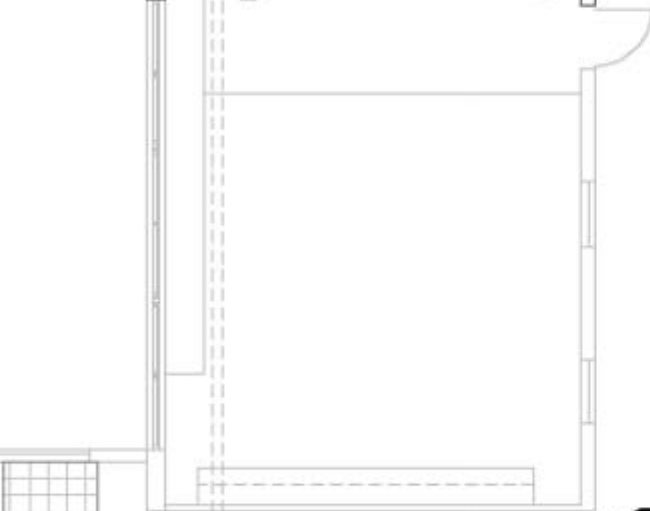
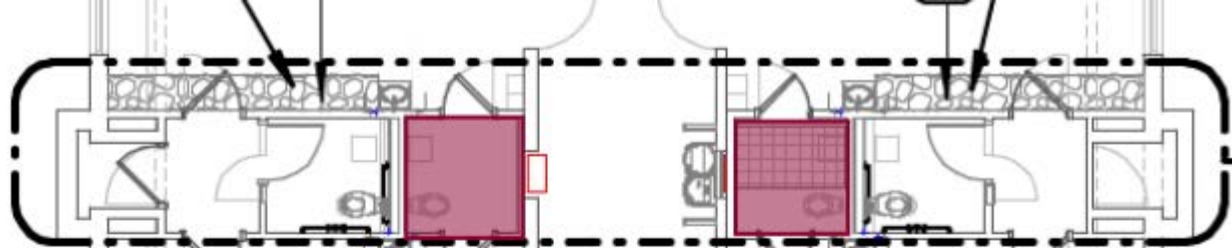
Attn: Brandon Coker

Date	October 13, 2025
Customer	
Order Number	
Salesperson	Jerrod Hobbs
via	

Terms: **FULL PAYMENT DUE UPON RECEIPT**  
1 1/2% SERVICE CHARGE TO BE ADDED EVERY 30 DAYS OF INSTALLATION, ON  
OUTSTANDING BALANCES. A 3% SERVICE CHARGE WILL BE ADDED TO ALL  
PAYMENTS MADE BY CREDIT CARD

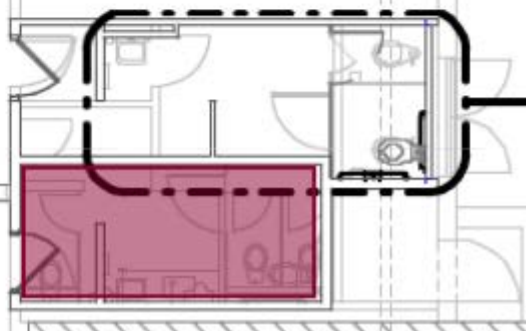
Quantity	Unit	Description	Price	Amount
		To demo existing ceramic floor tile and base and install ceramic floor tile and base with Schluter Dilex at locations on the attached drawing.	ADD	\$6,700.00
		<b>Cost Breakdown:</b>		
		Contractor Cost:	\$6,700.00	
		Amstar Supervision	\$ 918.57	---Super, Lodging, Per diem 2 days
		4% GC Markup:	\$ 304.74	
		Bond Cost:	\$ 198.08	
		Coop Cost:	\$ 158.47	
		<b>Total Cost:</b>	<b>\$8,279.86</b>	

*Thank You!*



635

136



637

VCT1



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent of Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF REVISIONS TO BOARD POLICY CV (LOCAL) FACILITY CONSTRUCTION**

**DATE:** October 21, 2025

---

The Administration requests that the Board approve revisions to Board Policy CV (LOCAL).

- Under the Construction Contracts section, the amount at which the Board shall determine the project delivery/contract award method to be used for each construction contract has been changed from \$50,000 to the amount established in law, \$100,000. This change aligns our local policy with new expectations outlined in state law.
- A new section, Job Order Contracts, has been added to this policy. The new section indicates that the Superintendent has the authority to approve job order contracting jobs, tasks, or purchase orders that are valued up to \$100,000 and are entered into as part of a bond program. This change ensures that the administration has the ability to complete bond projects in the most expeditious way.
- The section on Change Orders has been revised. New text delegates to the Superintendent or their designee the authority to approve change orders administered as part of a bond program. Construction change orders occur frequently in complicated construction projects. This approval ensures that the administration has the ability to complete bond projects in the most expeditious way.

\*\*\*\*\*

Administrative Recommendation:

Approval of Revisions to Board Policy CV (LOCAL) Facility Construction

**PROPOSED REVISIONS**

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above ~~\$50,000~~ **the competitive purchasing threshold established in law**. To assist the Board, the Superintendent or designee shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

**Except as provided at Job Order Contracts, below**, for construction contracts valued at or above \$50,000, the Superintendent or designee shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy.

**Job Order Contracts**

**Board approval is required for all job order contracts valued above \$100,000 that are entered into as part of a bond program.**

[See also CH, CBB(LEGAL), and CVF(LEGAL)]

---

**Note:** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

---

**Change Orders**

**The Board delegates to the Superintendent, or Superintendent's designee, the authority to approve legally authorized change orders that are administered as part of a bond program. Change orders must be approved prior to any changes being made in the approved plans or the actual construction of the facility. ~~Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.~~**

**Project Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Superintendent or designee has accepted the work.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent of Operations

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF REVISIONS TO BOARD POLICY GKD (LOCAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES**

**DATE:** October 21, 2025

---

The Administration requests that the Board approve a revision to Board Policy GKD (LOCAL)

- The text within the Repeated Use subsection of the section titled Approval of Use is recommended for deletion. This deleted text limits the repeated use of a school district facility by a group or organization for non-school purposes to no more than 24 months. There are examples of non-school groups or organizations that use ECISD facilities and provide educational opportunities to ECISD students. The district hopes to maintain these partnerships while not being limited to no more than 24 months.

\*\*\*\*\*

Administrative Recommendation:

Approval of Revisions to Board Policy GKD (LOCAL) Community Relations: Nonschool Use of School Facilities

The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]

**Scope of Use**

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property.

---

**Note:** See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

---

**Nonprofit Fundraising**

The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

**For-Profit Use**

The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy.

**Campaign-Related Use**

Except to the extent that a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.

**Scheduling**

Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The Superintendent or designee shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(LOCAL)

<b>Approval of Use</b>	The Superintendent or designee is authorized to approve a nonschool use of facilities on a school campus. The Superintendent or designee is authorized to approve nonschool use of all other District facilities.
Exception	No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.
Emergency Use	In case of emergencies or disasters, the Superintendent may authorize the use of District facilities by civil defense, health, or emergency service authorities.
<b>Repeated Use</b>	<del>The District shall permit repeated use by any group or organization for nonschool purposes for no longer than 24 months.</del>
<b>Use Agreement</b>	Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.
<b>Fees for Use</b>	Nonschool users shall be charged a fee for the use of designated District facilities.  The chief financial officer shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.
Exceptions	Fees shall not be charged when District facilities are used: <ol style="list-style-type: none"><li>1. For public meetings sponsored by state or local governmental agencies; or</li><li>2. By District employee professional organizations [see DGA].</li></ol>
<b>Required Conduct</b>	Persons or groups using District facilities shall: <ol style="list-style-type: none"><li>1. Conduct business in an orderly manner.</li><li>2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products or e-cigarettes on school property. [See GKA]</li><li>3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.</li></ol>

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(LOCAL)

All groups using District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.



## **PUBLIC HEARING OF DISTRICT'S FIRST (FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS) REPORT**

A public hearing of the District's FIRST rating for 2023-2024 data along with a management record that includes all of the required information as established by the Commissioner of Education is attached. The public is invited to comment on the report.



# Ector County ISD

# Schools FIRST

# Public Hearing

# Financial Integrity Rating System of Texas (FIRST)



The state's school financial accountability rating system, known as the School Financial Integrity Rating System of Texas (FIRST), ensures that Texas public schools are held accountable for the quality of their financial management practices and that they improve these practices. The system is designed to encourage Texas public schools to better manage their financial resources to provide the maximum allocation possible for direct instructional purposes.

<https://tea.texas.gov/finance-and-grants/financial-compliance/financial-integrity-rating-system-of-texas-first>



# Financial Integrity Rating System of Texas (FIRST)



**Public Hearing  
October 21, 2025**

**for the Fiscal Year Ended June 30, 2024**

**PASS  
PASS**

**Superior**

**Table of Contents**

<b>Description</b>	<b>Page</b>
State Overall TEA Ratings	2
ECISD Rating	6
Prior Year Ratings	9
Management Report	10

# State Ratings

- Provided on page 2 - 5
- 1,018 districts rated
- 98.04% passing rate
- 84.68% had an A
  - Superior Achievement



Financial Integrity Rating System of Texas

## OVERALL STATISTICS 2023-2024 STATUS COUNTS

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	998	98.04 %	4,968,097	97.17 %
Failed	20	1.96 %	144,596	2.83 %
<b>Total</b>	<b>1,018</b>	<b>100.00 %</b>	<b>5,112,693</b>	<b>100.00 %</b>

## 2023-2024 RATING COUNTS

Ratings	Count	% Total	Enrollment	% Total Enrollment
A = Superior Achievement	862	84.68 %	4,575,411	89.49 %
B = Above Standard Achievement	87	8.55 %	256,283	5.01 %
C = Meets Standard Achievement	49	4.81 %	136,403	2.67 %
F = Substandard Achievement	20	1.96 %	144,596	2.83 %
<b>Total</b>	<b>1,018</b>	<b>100.00 %</b>	<b>5,112,693</b>	<b>100.00 %</b>

# ECISD Rating

- Provided on page 6 - 8
- 21 indicators
- 98% score out of 100%
- A - Superior Achievement



Financial Integrity Rating System of Texas

## 2024-2025 RATINGS BASED ON SCHOOL YEAR 2023-2024 DATA - DISTRICT STATUS DETAIL

149

<b>Name:</b> ECTOR COUNTY ISD(068901)	<b>Publication Level 1:</b> 8/8/2025 12:54:09 PM
<b>Status:</b> Passed	<b>Publication Level 2:</b> 8/8/2025 4:49:42 PM
<b>Rating:</b> A = Superior Achievement	<b>Last Updated:</b> 8/8/2025 4:49:42 PM
<b>District Score:</b> 98	<b>Passing Score:</b> 70

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	4/23/2025 6:09:49 PM	Yes
2	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	4/23/2025 6:09:49 PM	Yes

# ECISD Rating History

## ECISD Schools FIRST History

- History is provided on page 9
- Ratings began in 2002/03
- 19 out of 23 years were Superior ratings

Rating	Year	Data	Year	Status	Rating Letter	Rating Category	Rating Score	Notes
2024	2025	2023	2024	Passed	A	Superior	98/100	6
2023	2024	2022	2023	Passed	A	Superior	100/100	
2022	2023	2021	2022	Passed	A	Superior	100/100	
2021	2022	2020	2021	Passed	A	Superior	100/100	
2020	2021	2019	2020	Passed	A	Superior	100/100	
2019	2020	2018	2019	Passed	A	Superior	100/100	
2018	2019	2017	2018	Passed	A	Superior	94/100	6, 7
2017	2018	2016	2017	Passed	B	Above Standard	80/100	7, 8
2016	2017	2015	2016	Passed	A	Superior	98/100	6
2015	2016	2014	2015	Failed	F	Substandard	0	5
2014	2015	2013	2014	Passed	n/a	Pass	30/30	
2013	2014	2012	2013	Passed	n/a	Superior	70/70	
2012	2013	2011	2012	Passed	n/a	Superior	70/70	
2011	2012	2010	2011	Passed	n/a	Superior	70/70	
2010	2011	2009	2010	Passed	n/a	Superior	75/80	2
2009	2010	2008	2009	Passed	n/a	Above Standard	75/80	3, 4
2008	2009	2007	2008	Passed	n/a	Superior	84/90	1, 2
2007	2008	2006	2007	Passed	n/a	Superior	85/90	1, 2
2006	2007	2005	2006	Passed	n/a	Superior	n/a	
2005	2006	2004	2005	Passed	n/a	Superior	n/a	
2004	2005	2003	2004	Passed	n/a	Superior	n/a	
2003	2004	2002	2003	Passed	n/a	Superior	n/a	
2002	2003	2001	2002	Passed	n/a	Superior	n/a	

# ECISD Report of Expenditures and Disclosures



- Required Disclosures on page 10 & 11
- Superintendent Contract(s) posted on ECISD website
- Reimbursements/payments for Superintendent and Board totaled less than \$57,000
- There were no gifts greater than \$250 received by the Executive Officers and Board Members and relatives
- Business transactions between ECISD and board members were as follows:
  - Hawkins Construction, Inc.                      \$27,640                      Tammy Hawkins (spouse)

ECISD  
 School FIRST Annual Financial Management Report  
 Required Disclosures

**Superintendent’s Current Employment Contract**

A copy of the superintendent’s current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent’s employment contract on the school district’s Internet site.

If published on the Internet, the contract is to remain accessi **ON WEB SITE**

<https://www.ectorcounttyisd.org/our-district/superintendent/meet-the-superintendent>

**Reimbursements Received by the Superintendent and Board Members**

For the Twelve-Month Period  
 Ended June 30, 2024

	S. Muri	D. Miller	D. Abalos	W. Woodall	C. Stanley	S. Brown	T. Hawkins	B. Thayer
	Emeritus	Board	Board	Board	Board	Board	Board	Board
Description of Reimbursements	Superintendent	Member 1	Member 2	Member 3	Member 4	Member 5	Member 6	Member 7
Meals	\$ 1,177.50	\$ 491.50	\$ 617.50	\$ 274.50	\$ 617.50	\$388.00	\$1,067.75	\$257.50
Lodging	\$ 6,371.57	\$ 1,911.25	\$ 2,812.18	\$ 1,247.00	\$ 2,731.60	\$1,655.95	\$4,038.81	\$1,516.71
Transportation	\$ 4,666.89	\$ 1,856.02	\$ 1,007.24	\$ 1,076.20	\$ 1,085.62	\$1,339.25	\$3,961.52	\$1,091.54
Motor Fuel	\$ 231.95	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00
Other	\$ 3,720.00	\$ 1,701.21	\$ 1,695.00	\$ 995.00	\$ 1,285.00	\$75.00	\$2,810.00	\$1,120.00
<b>Total</b>	<b>\$16,167.91</b>	<b>\$5,959.98</b>	<b>\$6,131.92</b>	<b>\$3,592.70</b>	<b>\$5,719.72</b>	<b>\$3,458.20</b>	<b>\$11,878.08</b>	<b>\$3,985.75</b>

All “reimbursements” expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).

Motor fuel – Gasoline.

Other: - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

<b>Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services</b>			
For the Twelve-Month Period Ended June 30, 2024			
<u>Name(s) of Entity(ies)</u>		Amount Received	
NONE		\$0.00	
<b>Total</b>		<b>\$0.00</b>	

Compensation does not include business revenues from the superintendent's livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.

ECISD  
 School FIRST Annual Financial Management Report  
 Required Disclosures(Continued)

<b>Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)</b>										
<b>(gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)</b>										
<b>NONE</b>										
For the Twelve-Month Period Ended June 30, 2024										
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 6	Board Member 6	Board Member 7
<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Note** – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

<b>Business Transactions Between School District and Board Members</b>										
<b>NONE</b>										
For the Twelve-Month Period Ended June 30, 2024										
		Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 6	Board Member 6	Board Member 7
Amounts		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,640.00	\$0.00

**Note** - The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members. Tommy Hawkins Construction, Inc.



# Ector County ISD

## Schools FIRST

### Public Hearing



# Financial Integrity Rating System of Texas (FIRST)



**Public Hearing  
October 21, 2025**

**for the Fiscal Year Ended June 30, 2024**

**PASS  
PASS**

**Superior**

## Table of Contents

<b>Description</b>	<b>Page</b>
State Overall TEA Ratings	2
ECISD Rating	6
Prior Year Ratings	9
Management Report	10


**Financial Integrity Rating System of Texas**
**OVERALL STATISTICS  
2023-2024 STATUS COUNTS**

Status	Count	% Total	Enrollment	% Total Enrollment
Passed	998	98.04 %	4,968,097	97.17 %
Failed	20	1.96 %	144,596	2.83 %
<b>Total</b>	<b>1,018</b>	<b>100.00 %</b>	<b>5,112,693</b>	<b>100.00 %</b>

**2023-2024 RATING COUNTS**

Ratings	Count	% Total	Enrollment	% Total Enrollment
A = Superior Achievement	862	84.68 %	4,575,411	89.49 %
B = Above Standard Achievement	87	8.55 %	256,283	5.01 %
C = Meets Standard Achievement	49	4.81 %	136,403	2.67 %
F = Substandard Achievement	20	1.96 %	144,596	2.83 %
<b>Total</b>	<b>1,018</b>	<b>100.00 %</b>	<b>5,112,693</b>	<b>100.00 %</b>

**2023-2024 ALL RESULTS BY INDICATOR**

Indicator	Result	Count	% of Districts	Enrollment	% Total Enrollment
1	Yes	1014	99.61 %	5037614	98.53 %
	No	4	0.39 %	75079	1.47 %
2	Yes	1017	99.90 %	5110852	99.96 %
	No	1	0.10 %	1841	0.04 %
3	Yes	1018	100.00 %	5112693	100.00 %
	No	0	0.00 %	0	0.00 %
4	Yes	1016	99.80 %	5111632	99.98 %
	No	2	0.20 %	1061	0.02 %
5	Yes	1015	99.71 %	5102614	99.80 %
	No	3	0.29 %	10079	0.20 %
6	Yes	990	97.25 %	5029591	98.37 %

**156**

	No	28	2.75 %	83102	1.63 %
7	10	864	84.87 %	4143996	81.05 %
	8	60	5.89 %	524149	10.25 %
	6	28	2.75 %	180151	3.52 %
	4	22	2.16 %	112962	2.21 %
	2	21	2.06 %	73166	1.43 %
	0	23	2.26 %	78269	1.53 %
8	10	885	86.94 %	3855777	75.42 %
	8	47	4.62 %	738730	14.45 %
	6	44	4.32 %	354711	6.94 %
	4	26	2.55 %	97954	1.92 %
	2	13	1.28 %	62653	1.23 %
	0	3	0.29 %	2868	0.06 %
9	10	963	94.60 %	4869660	95.25 %
	0	55	5.40 %	243033	4.75 %
10	10	1018	100.00 %	5112693	100.00 %
11	10	872	85.66 %	3620814	70.82 %
	8	81	7.96 %	1003485	19.63 %
	6	46	4.52 %	365553	7.15 %
	4	15	1.47 %	110006	2.15 %
	2	1	0.10 %	3641	0.07 %
	0	3	0.29 %	9194	0.18 %
12	10	777	76.33 %	3270709	63.97 %
	8	171	16.80 %	1406989	27.52 %
	6	43	4.22 %	269872	5.28 %
	4	14	1.38 %	110239	2.16 %
	2	9	0.88 %	46831	0.92 %
	0	4	0.39 %	8053	0.16 %
13	10	777	76.33 %	4068297	79.57 %
	8	149	14.64 %	897711	17.56 %

	6	52	5.11 %	91917	1.80 %
	4	25	2.46 %	48574	0.95 %
	2	5	0.49 %	2033	0.04 %
	0	10	0.98 %	4161	0.08 %
14	10	981	96.37 %	5092592	99.61 %
	0	37	3.63 %	20101	0.39 %
15	5	1011	99.31 %	5083931	99.44 %
	0	7	0.69 %	28762	0.56 %
16	Yes	1007	98.92 %	5100459	99.76 %
	No	11	1.08 %	12234	0.24 %
17	Yes	991	97.35 %	5086217	99.48 %
	No	27	2.65 %	26476	0.52 %
18	10	984	96.66 %	5022858	98.24 %
	0	34	3.34 %	89835	1.76 %
19	5	1016	99.80 %	5110843	99.96 %
	0	2	0.20 %	1850	0.04 %
20	Yes	1018	100.00 %	5112693	100.00 %
	No	0	0.00 %	0	0.00 %
21	Yes	2	0.20 %	7041	0.14 %
	No	1016	99.80 %	5105652	99.86 %

## 2023-2024 ANSWERS BY INDICATOR

Indicator	Yes	No	10	8	6	5	4	2	0	Total
1	1014	4	x	x	x	x	x	x	x	1018
2	1017	1	x	x	x	x	x	x	x	1018
3	1018	x	x	x	x	x	x	x	x	1018
4	1016	2	x	x	x	x	x	x	x	1018
5	1015	3	x	x	x	x	x	x	x	1018
6	990	28	x	x	x	x	x	x	x	1018
7	x	x	864	60	28	x	22	21	23	1018
8	x	x	885	47	44	x	26	13	3	1018

9	x	x	963	x	x	x	x	x	55	1018
10	x	x	1018	x	x	x	x	x	x	1018
11	x	x	872	81	46	x	15	1	3	1018
12	x	x	777	171	43	x	14	9	4	1018
13	x	x	777	149	52	x	25	5	10	1018
14	x	x	981	x	x	x	x	x	37	1018
15	x	x	x	x	x	1011	x	x	7	1018
16	1007	11	x	x	x	x	x	x	x	1018
17	991	27	x	x	x	x	x	x	x	1018
18	x	x	984	x	x	x	x	x	34	1018
19	x	x	x	x	x	1016	x	x	2	1018
20	1018	x	x	x	x	x	x	x	x	1018
21	2	1016	x	x	x	x	x	x	x	1018

Last Updated: Thursday, September 18, 2025 9:10:54 AM

Home Page: [Financial Compliance | Texas Education Agency](#) | Send comments or suggestions to [FinancialAccountability@tea.texas.gov](mailto:FinancialAccountability@tea.texas.gov)

THE TEXAS EDUCATION AGENCY  
 1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

FIRST 5.15.11.0

User: Albessa Chavez  
User Role: District

RATING YEAR  DISTRICT NUMBER



Financial Integrity Rating System of Texas

## 2024-2025 RATINGS BASED ON SCHOOL YEAR 2023-2024 DATA - DISTRICT STATUS DETAIL

<b>Name:</b> ECTOR COUNTY ISD(068901)	<b>Publication Level 1:</b> 8/8/2025 12:54:09 PM
<b>Status:</b> Passed	<b>Publication Level 2:</b> 8/8/2025 4:49:42 PM
<b>Rating:</b> A = Superior Achievement	<b>Last Updated:</b> 8/8/2025 4:49:42 PM
<b>District Score:</b> 98	<b>Passing Score:</b> 70

#	Indicator Description	Updated	Score
1	<a href="#">Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</a>	4/23/2025 6:09:49 PM	Yes
2	<a href="#">Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</a>	4/23/2025 6:09:49 PM	Yes
3	<a href="#">Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</a>	4/23/2025 6:09:49 PM	Yes
4	<a href="#">Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)</a>	4/23/2025 6:09:49 PM	Yes Ceiling Passed
			1 Multiplier Sum
5	<a href="#">Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in</a>	4/23/2025 6:09:49 PM	Ceiling Passed

	<u>membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>		
6	<u>Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	4/23/2025 6:09:49 PM	Ceiling Passed
7	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:49 PM	8
8	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:49 PM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:49 PM	10
10	This indicator is not being evaluated.		10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)</u>	4/23/2025 6:09:49 PM	10
12	<u>What is the correlation between future debt requirements and the district's assessed property value?</u>	4/23/2025 6:09:49 PM	10
13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:49 PM	10
14	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.</u>	4/23/2025 6:09:49 PM	10
15	<u>Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.</u>	4/23/2025 6:09:49 PM	5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	4/23/2025 6:09:49 PM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	4/23/2025 6:09:49 PM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	4/23/2025 6:09:49 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	4/23/2025 6:09:49 PM	5

20	<u>Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?</u>	4/23/2025 6:09:49 PM	Ceiling Passed
21	<u>Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?</u>	4/23/2025 6:09:49 PM	Ceiling Passed
			98 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			98 Score

## ECISD

### Schools FIRST History

Rating	Year	Data	Year	Status	Rating Letter	Rating Category	Rating Score	Notes
2024	2025	2023	2024	Passed	A	Superior	98/100	6
2023	2024	2022	2023	Passed	A	Superior	100/100	
2022	2023	2021	2022	Passed	A	Superior	100/100	
2021	2022	2020	2021	Passed	A	Superior	100/100	
2020	2021	2019	2020	Passed	A	Superior	100/100	
2019	2020	2018	2019	Passed	A	Superior	100/100	
2018	2019	2017	2018	Passed	A	Superior	94/100	6, 7
2017	2018	2016	2017	Passed	B	Above Standard	80/100	7, 8
2016	2017	2015	2016	Passed	A	Superior	98/100	6
2015	2016	2014	2015	Failed	F	Substandard	0	5
2014	2015	2013	2014	Passed	n/a	Pass	30/30	
2013	2014	2012	2013	Passed	n/a	Superior	70/70	
2012	2013	2011	2012	Passed	n/a	Superior	70/70	
2011	2012	2010	2011	Passed	n/a	Superior	70/70	
2010	2011	2009	2010	Passed	n/a	Superior	75/80	2
2009	2010	2008	2009	Passed	n/a	Above Standard	75/80	3, 4
2008	2009	2007	2008	Passed	n/a	Superior	84/90	1, 2
2007	2008	2006	2007	Passed	n/a	Superior	85/90	1, 2
2006	2007	2005	2006	Passed	n/a	Superior	n/a	
2005	2006	2004	2005	Passed	n/a	Superior	n/a	
2004	2005	2003	2004	Passed	n/a	Superior	n/a	
2003	2004	2002	2003	Passed	n/a	Superior	n/a	
2002	2003	2001	2002	Passed	n/a	Superior	n/a	

**Notes** Not full points on...

- 1 Percent of expenditures on instruction not equal to or greater than 65%
- 2 Investment earnings not greater than \$20 per student
- 3 Material Weakness in Internal Control (noted in annual financial audit report)
- 4 Academic Rating did not exceed Academically Unacceptable
- 5 Non timely payment to TRS or TWC or IRS or other government (IRS-ice storm)
- 6 Days Cash on Hand not sufficient
- 7 Current Assets to Current Liabilities ratio not sufficient
- 8 Revenues did not exceed Expenditures or cash on hand not available

<https://tealprod.tea.state.tx.us/First/forms/Main.aspx>

**ECISD  
School FIRST Annual Financial Management Report  
Required Disclosures**

**Superintendent's Current Employment Contract**

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may choose to publish the superintendent's employment contract on the school district's Internet site.

If published on the Internet, the contract is to remain accessible **ON WEB SITE**

<https://www.ectorcountysd.org/our-district/superintendent/meet-the-superintendent>

**Reimbursements Received by the Superintendent and Board Members**

For the Twelve-Month Period  
Ended June 30, 2024

Description of Reimbursements	S. Muri	D. Miller	D. Abalos	W. Woodall	C. Stanley	S. Brown	T. Hawkins	B. Thayer
	Emeritus Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Meals	\$ 1,177.50	\$ 491.50	\$ 617.50	\$ 274.50	\$ 617.50	\$388.00	\$1,067.75	\$257.50
Lodging	\$ 6,371.57	\$ 1,911.25	\$ 2,812.18	\$ 1,247.00	\$ 2,731.60	\$1,655.95	\$4,038.81	\$1,516.71
Transportation	\$ 4,666.89	\$ 1,856.02	\$ 1,007.24	\$ 1,076.20	\$ 1,085.62	\$1,339.25	\$3,961.52	\$1,091.54
Motor Fuel	\$ 231.95	\$ -	\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00
Other	\$ 3,720.00	\$ 1,701.21	\$ 1,695.00	\$ 995.00	\$ 1,285.00	\$75.00	\$2,810.00	\$1,120.00
<b>Total</b>	<b>\$16,167.91</b>	<b>\$5,959.98</b>	<b>\$6,131.92</b>	<b>\$3,592.70</b>	<b>\$5,719.72</b>	<b>\$3,458.20</b>	<b>\$11,878.08</b>	<b>\$3,985.75</b>

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).

Motor fuel – Gasoline.

Other: - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

**Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services**

For the Twelve-Month Period  
Ended June 30, 2024

Name(s) of Entity(ies)	Amount Received
NONE	\$0.00
<b>Total</b>	<b>\$0.00</b>

Compensation does not include business revenues from the superintendent's livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.

**ECISD  
School FIRST Annual Financial Management Report  
Required Disclosures(Continued)**

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)  
(gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

**NONE**

For the Twelve-Month Period  
Ended June 30, 2024

	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 6	Board Member 7
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Note** – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

**Business Transactions Between School District and Board Members**

**NONE**

For the Twelve-Month Period  
Ended June 30, 2024

	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 6	Board Member 7
Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,640.00	\$0.00

**Note** - The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

Tommy Hawkins  
Construction, Inc.



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Albessa Chavez, Chief Financial Officer

**SUBJECT:** REQUEST FOR APPROVAL OF 2025 CERTIFIED TAX ROLL

**DATE:** October 21, 2025

---

Following is correspondence from Layne Young, Chief Appraiser for the Ector County Appraisal District (ECAD) providing the ECAD’s certification of the school district’s 2025 tax roll.

Total Taxable Value	\$ 18,389,928,188
Calculated Tax Levy	\$ 184,811,571

The 2025 Tax Roll Summary is presented to the Board of Trustees for its review and approval.

\*\*\*\*\*

Administrative Recommendation:

Approval of the 2025 Tax Roll.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Ector County Appraisal District

1301 E. 8th Street  
Odessa, Texas 79761-4703

Phone: 432-332-6834  
ector@ectorcad.org  
www.ectorcad.org

October 8, 2025

Dr. Keeley Boyer, Superintendent  
Ector County Independent School District  
Post Office Box 3912  
Odessa, Texas 79760-3912

Dear Dr. Boyer,

Attached is a copy of the Certification of the 2025 Tax Roll for your entity pursuant to Section 26.09 (e) of the Texas Property Tax Code.

The calculation of taxes imposed on each property in the appraisal roll for your entity has been completed as outlined in Section 26.09 (a) and the 2025 levy is evidenced in the Adjustments column of the attached Collection Summary Report(s).

It is a pleasure to serve you. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in blue ink that reads "Layne P. Young".

Layne Young, RPA  
Chief Appraiser-Executive Director

LY:sm

Enclosures

xc: Ms. Albessa Chavez, Chief Financial Officer  
Ms. Lory Olivas, ECAD Director of Collections

**ECTOR COUNTY APPRAISAL DISTRICT**

**2025**

CERTIFIED

TAX ROLL SUMMARY

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

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**APPRAISED VALUE:**

Mineral Property	2,111,660,725
Improvement	14,968,297,836
Land	2,941,941,003
Productivity Market	388,436,994
Personal Property	5,975,419,190

**TOTAL MARKET VALUE**

**\$26,385,755,748**

Totally Exempt	1,473,441,336
----------------	---------------

**TOTAL MARKET VALUE OF TAXABLE PROPERTY**

**\$24,912,314,412**

Total Productivity Loss	385,360,913
10% Capped Homestead Loss	74,814,611
Circuit Breaker Loss	280,734,929

**TOTAL ASSESSED (APPRAISED)**

**\$24,171,403,959**

**EXEMPTIONS and DEDUCTIONS**

Homestead (State Mandated \$140,000)	\$3,770,854,975
Homestead (Local Option)	\$1,419,223,705
Over 65 (State Mandated \$60,000)	\$215,368,723
Over 65 (Local Option)	\$0
Disabled Person (State Mandated)	\$5,011,313
Disabled Person (Local Option)	\$0
Disabled Veteran	\$3,096,162
Disabled Veteran (Homestead 100%)	\$24,484,671
Surviving Spouse (FR & DSM)	\$337,678
Abatements	\$0
Pollution Control	\$151,713,634
Freeport	\$185,109,681
Goods in Transit	\$62,917
Med / BioMed Property	\$152,129
Total Exempt Proration	\$6,060,183

**TOTAL EXEMPTIONS and DEDUCTIONS**

\$5,781,475,771

**TOTAL TAXABLE VALUE**

**\$18,389,928,188**

(Excludes Previous Estimated Tax Ceiling Value Adjustment)

ADOPTED TAX RATE \$1.004800

M&O Rate	0.7504
I&S Rate	0.2544

CALCULATED TAX LEVY

CERT  
**\$184,781,998**

OVER 65/DISABLED EXEMPTION TAX CEILING LOSS

-\$756,044

LEVY ADJUSTMENTS - APPRAISAL ROLL CORRECTIONS

\$785,971

Supplementals:	102,454,715
Adjustments for Exemptions:	(24,233,063)

LEVY ADJUSTMENTS - TAX ROLL ROUNDING LOSSES

-\$355

Mineral:	(33)
Residential / Personal Property:	(322)

**TOTAL CALCULATED TAX LEVY**

**\$184,811,571**



**ECTOR COUNTY I S D**      **COLLECTION SUMMARY REPORT**  
**FOR**  
**ALL DIVISIONS**

**10/1/25**      to      **10/1/25**

Current Roll Levy	Outstanding Collectible	Adjustments	Adjusted Roll	Tax Collections	P & I Collections	Atty Fee Collections	Y.T.D Tax Collections	Outstanding Collectible
2025	\$ -	\$ 184,811,571.49	\$ 184,811,571.49	\$ -	\$ -	\$ -	\$ -	\$ 184,811,571.49
<b>Delinquent Roll</b>								
2024	\$ 7,099,961.75	\$ -	\$ 7,099,961.75	\$ -	\$ -	\$ -	\$ -	\$ 7,099,961.75
2023	\$ 4,840,288.26	\$ -	\$ 4,840,288.26	\$ -	\$ -	\$ -	\$ -	\$ 4,840,288.26
2022	\$ 2,700,149.86	\$ -	\$ 2,700,149.86	\$ -	\$ -	\$ -	\$ -	\$ 2,700,149.86
2021	\$ 1,370,766.11	\$ -	\$ 1,370,766.11	\$ -	\$ -	\$ -	\$ -	\$ 1,370,766.11
2020	\$ 1,189,313.87	\$ -	\$ 1,189,313.87	\$ -	\$ -	\$ -	\$ -	\$ 1,189,313.87
2019	\$ 1,102,546.34	\$ -	\$ 1,102,546.34	\$ -	\$ -	\$ -	\$ -	\$ 1,102,546.34
2018	\$ 861,550.43	\$ -	\$ 861,550.43	\$ -	\$ -	\$ -	\$ -	\$ 861,550.43
2017	\$ 726,643.31	\$ -	\$ 726,643.31	\$ -	\$ -	\$ -	\$ -	\$ 726,643.31
2016	\$ 820,749.95	\$ -	\$ 820,749.95	\$ -	\$ -	\$ -	\$ -	\$ 820,749.95
2015	\$ 747,799.95	\$ -	\$ 747,799.95	\$ -	\$ -	\$ -	\$ -	\$ 747,799.95
2014	\$ 582,633.88	\$ -	\$ 582,633.88	\$ -	\$ -	\$ -	\$ -	\$ 582,633.88
2013	\$ 460,745.16	\$ -	\$ 460,745.16	\$ -	\$ -	\$ -	\$ -	\$ 460,745.16
2012	\$ 345,429.08	\$ -	\$ 345,429.08	\$ -	\$ -	\$ -	\$ -	\$ 345,429.08
2011	\$ 359,091.29	\$ -	\$ 359,091.29	\$ -	\$ -	\$ -	\$ -	\$ 359,091.29
2010	\$ 242,441.66	\$ -	\$ 242,441.66	\$ -	\$ -	\$ -	\$ -	\$ 242,441.66
2009	\$ 258,549.18	\$ -	\$ 258,549.18	\$ -	\$ -	\$ -	\$ -	\$ 258,549.18
2008	\$ 314,724.07	\$ -	\$ 314,724.07	\$ -	\$ -	\$ -	\$ -	\$ 314,724.07
2007	\$ 157,510.65	\$ -	\$ 157,510.65	\$ -	\$ -	\$ -	\$ -	\$ 157,510.65
2006	\$ 163,802.39	\$ -	\$ 163,802.39	\$ -	\$ -	\$ -	\$ -	\$ 163,802.39
2005	\$ 139,359.91	\$ -	\$ 139,359.91	\$ -	\$ -	\$ -	\$ -	\$ 139,359.91
(Prior Years)	\$ 777,817.67	\$ -	\$ 777,817.67	\$ -	\$ -	\$ -	\$ -	\$ 777,817.67
<b>TOTAL DELQ</b>	<b>\$ 25,261,874.77</b>	<b>\$ -</b>	<b>\$ 25,261,874.77</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,261,874.77</b>
<b>TOTAL ALL</b>	<b>\$ 25,261,874.77</b>	<b>\$ 184,811,571.49</b>	<b>\$ 210,073,446.26</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210,073,446.26</b>

	Late BPP PYMT	Late AG PYMT	Certificates	Overages	Other
Current	\$ -	\$ -	\$ -	\$ -	\$ -
(Prior Years)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Percent of Adjusted Original Current Tax Roll Collected      0%

ECADPROD      LOLIVAS

**ECTOR COUNTY APPRAISAL DISTRICT  
2025**

CERTIFIED  
TAX ROLL SUMMARY  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
*Per Oberon Solar LLC Agreement*  
*Per GCC Permian LLC Agreement*

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**I & S Rate Only**

<b>APPRAISED VALUE:</b>		<b>2025</b>	
<b>GCC</b>	Industrial Real	164,012,020	
<b>OBERON</b>	Industrial Personal	71,076,524	
		<b>\$235,088,544</b>	<b>TOTAL MARKET VALUE</b>
<b>VALUE LIMITATIONS:</b>			
	Value Limitations	-	
<b>TOTALLY EXEMPT:</b>			
	Constitutionally exempt	-	
<b>DEDUCTIONS:</b>			
	Productivity Value Lost	-	
	Loss to 10% Cap	-	
		<u>                    </u>	
		<b>\$0</b>	<b>TOTAL DEDUCTIONS &amp; EXEMPTIONS</b>
		<b>\$235,088,544</b>	<b>NET TAXABLE VALUE</b>
ADOPTED TAX RATE		\$0.254400	
<b>TOTAL CALCULATED TAX LEVY</b>		<b>\$598,065</b>	



**TARRANT COUNTY I S D- I&S** **COLLECTION SUMMARY REPORT**  
**FOR**  
**ALL DIVISIONS**

**10/1/25** to **10/1/25**

Current Roll Levy	Outstanding Collectible	Adjustments	Adjusted Roll	Tax Collections	P & I Collections	Atty Fee Collections	Y.T.D Tax Collections	Outstanding Collectible
2025	\$ -	\$ 598,065.26	\$ 598,065.26	\$ -	\$ -	\$ -	\$ -	\$ 598,065.26
<b>Delinquent Roll</b>								
2024	\$ 213,403.29	\$ -	\$ 213,403.29	\$ -	\$ -	\$ -	\$ -	\$ 213,403.29
2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2022	\$ 204,796.80	\$ -	\$ 204,796.80	\$ -	\$ -	\$ -	\$ -	\$ 204,796.80
2021	\$ 152,395.29	\$ -	\$ 152,395.29	\$ -	\$ -	\$ -	\$ -	\$ 152,395.29
2020	\$ 113,363.82	\$ -	\$ 113,363.82	\$ -	\$ -	\$ -	\$ -	\$ 113,363.82
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171
2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(Prior Years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL DELQ</b>	<b>\$ 683,959.20</b>	<b>\$ -</b>	<b>\$ 683,959.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 683,959.20</b>
<b>TOTAL ALL</b>	<b>\$ 683,959.20</b>	<b>\$ 598,065.26</b>	<b>\$ 1,282,024.46</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,282,024.46</b>

	Late BPP PYMT	Late AG PYMT	Certificates	Overages	Other
Current	\$ -	\$ -	\$ -	\$ -	\$ -
(Prior Years)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Percent of Adjusted Original Current Tax Roll Collected 0%

ECADPROD LYOUNG

**ECTOR COUNTY APPRAISAL DISTRICT  
2025**

CERTIFIED  
TAX ROLL SUMMARY  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
*Per Oberon Solar LLC Agreement*  
*Per GCC Permian LLC Agreement*

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**M & O Rate Only**

<b>APPRAISED VALUE:</b>		<b>2025</b>	
<b>GCC</b>	Industrial Real	100,000,000	
<b>OBERON</b>	Industrial Personal	30,000,000	
		<b>\$130,000,000</b>	<b>TOTAL MARKET VALUE</b>
 <b>VALUE LIMITATIONS:</b>			
	Value Limitations	130,000,000	
 <b>TOTALLY EXEMPT:</b>			
	Constitutionally exempt	-	
 <b>DEDUCTIONS:</b>			
	Productivity Value Lost	-	
	Loss to 10% Cap	-	
		<u>          -</u>	
		<b>\$0</b>	<b>TOTAL DEDUCTIONS &amp; EXEMPTIONS</b>
		<b>\$130,000,000</b>	<b>NET TAXABLE VALUE</b>
 ADOPTED TAX RATE		 \$0.750400	
 <b>TOTAL CALCULATED TAX LEVY</b>		 <b>\$975,520</b>	



**ECTOR COUNTY I S D- M&O**      **COLLECTION SUMMARY REPORT**  
**FOR**  
**ALL DIVISIONS**

**10/1/25**      to      **10/1/25**

Current Roll Levy	Outstanding Collectible	Adjustments	Adjusted Roll	Tax Collections	P & I Collections	Atty Fee Collections	Y.T.D Tax Collections	Outstanding Collectible
2025	\$ -	\$ 975,520.00	\$ 975,520.00	\$ -	\$ -	\$ -	\$ -	\$ 975,520.00
<b>Delinquent Roll</b>								
2024	\$ 227,880.00	\$ -	\$ 227,880.00	\$ -	\$ -	\$ -	\$ -	\$ 227,880.00
2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2022	\$ 294,300.00	\$ -	\$ 294,300.00	\$ -	\$ -	\$ -	\$ -	\$ 294,300.00
2021	\$ 315,510.00	\$ -	\$ 315,510.00	\$ -	\$ -	\$ -	\$ -	\$ 315,510.00
2020	\$ 316,410.00	\$ -	\$ 316,410.00	\$ -	\$ -	\$ -	\$ -	\$ 316,410.00
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173
2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(Prior Years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL DELQ</b>	<b>\$ 1,154,100.00</b>	<b>\$ -</b>	<b>\$ 1,154,100.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,154,100.00</b>
<b>TOTAL ALL</b>	<b>\$ 1,154,100.00</b>	<b>\$ 975,520.00</b>	<b>\$ 2,129,620.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,129,620.00</b>

	Late BPP PYMT	Late AG PYMT	Certificates	Overages	Other
Current	\$ -	\$ -	\$ -	\$ -	\$ -
(Prior Years)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Percent of Adjusted Original Current Tax Roll Collected      0%

ECADPROD      LYOUNG



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Albessa Chavez, Chief Financial Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES  
OVER \$50,000**

**DATE:** October 21, 2025

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As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

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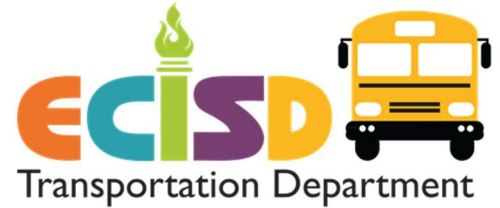
Administrative Recommendation:  
Approval of Purchases over \$50,000

ECISD  
 Request for purchases over \$50,000  
 October 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1R	A-Z Bus Sales Cummins Inc. DPF Solutions, LLC Premier Truck Group of Odessa Watson Truck & Supply, Inc	\$ 677,000	General Funds 199	Exalander Magallan District Operations	ECISD Awarded RFP 26-05	Supplemental Services District School Bus Repair	To secure vendors capable of providing diagnostics, warranty coordination, and repairs across diesel and gasoline powertrains, including aftertreatment (DPF/DEF/SCR), electrical, HVAC, suspension, steering, brakes, body/paint, glass, transmissions, driveline, and computerized systems for Blue Bird, IC/International, and other manufacturers.	FY 2025/2026
2R	Luis Salcido Bilingual SLP Services	\$ 50,000	General Funds 199 Federal Funds 224	Mark Gabrylczyk Special Services	Renewal ECISD Awarded RFP 24-04-2 2 of 4 optional renewals	Supplemental Services for ECISD Special Services	Assessing students, conducting ARD meetings, counseling, providing speech therapy in person and virtually, maintaining student confidentiality, writing goals for speech.	FY 2025/2026

**Hilberto Ochoa**

Transportation Director  
(432) 456-9861  
2211 W 10<sup>th</sup> St, Odessa, TX 7976  
[Hilberto.ochoa@ectorcountnyisd.org](mailto:Hilberto.ochoa@ectorcountnyisd.org)



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**RFP #26-05 Supplemental District School Bus Repair**

**Purpose:** The Transportation Department seeks approval to establish a pool of qualified vendors to provide supplemental school bus repair services on an as-needed basis for ECISD’s fleet (route, activity, and special education) buses during the 2025–2026 school year. This action leverages competitive pricing and availability to minimize bus downtime and maintain safe, reliable service.

**Background Info:** RFP 26-05 (Supplemental District School Bus Repair) was issued to secure nonexclusive agreements with multiple vendors capable of providing diagnostics, warranty coordination, and repairs across diesel and gasoline powertrains, including aftertreatment (DPF/DEF/SCR), electrical, HVAC, suspension, steering, brakes, body/paint, glass, transmissions, driveline, and computerized systems for Blue Bird, IC/International, and other manufacturers.

Vendors will be utilized based on availability, specialty, turnaround time, proximity, and total cost to the district.

**Estimated Yearly Cost:** \$677,000

**Funding Source:** 199 General Fund

**Recommended Supplier/Service Provider:** Approve nonexclusive awards under RFP 26-05 to the five vendors listed above for supplemental school bus repair services through the 2025–2026. Service providers will be used on an as needed basis to the district to provide maintaince and school bus repair to ECISD transportation department. This award will not be a guarantee of purchase for any goods.

**Recommended Nonexclusive Vendors (Awarded)**

- A-Z Bus Sales
- Cummins Inc.
- DPF Solutions, LLC
- Premier Truck Group of Odessa
- Watson Truck & Supply, Inc.

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**Board Approval**

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**Date**

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**educate**

**connect**

**inspire**

**succeed**

**dream**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ODESSA, TEXAS**

RFP 26-05 Supplemental District School Bus Repair

**SCORE SHEET**

Closed: September 24, 2025 1:00PM

Consolidated

44.031b Criteria	Suppliers				
	A-Z Bus Sales	Cummins Inc	DPF Solutions, LLC	Premier Truck Group of Odessa	Watson Truck & Supply, Inc
Evaluator 1	80	80	85	80	80
Evaluator 2	81	92	80	81	80
Evaluator 3	80	91	90	85	89
<b>Total</b>	<b>241</b>	<b>263</b>	<b>255</b>	<b>246</b>	<b>249</b>
<b>Average</b>	<b>80</b>	<b>88</b>	<b>85</b>	<b>82</b>	<b>83</b>

Mark Gabrylczyk  
Executive Director of Special Services  
Ector County ISD  
432-456-8719  
Fax: 432-456-8718



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**Renewal RFP #24-04-2 Additional Supplemental Services for ECISD Special Services – 2 of 4 optional renewals**

**Purpose:**

The selected individuals will be responsible for providing speech and achievement evaluations to students to see if they qualify for IDEA (Individuals with Disabilities Education Act) services. The estimated number of students who are currently in need of evaluation in speech and achievement are approximately 400 students district wide. The selected individuals will be responsible for assessing students for qualification of services under the Individual with Disabilities Act.

**Background information:**

Ector County Independent School District will partner with the selected individual contractors to help the district catch up with over 1,000 student evaluations currently out of compliance under the Individual with Disabilities Education Act.

**Cost:** \$50,000

**Funding Source:** 199 General, 224 Federal

**Recommended Supplier/Service Provider:** Luis Salcido Bilingual SLP Services

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**Board Approval**

---

**Date**



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Albessa Chavez, Chief Financial Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF 2025-2026 BUDGET AMENDMENT # 3**

**DATE:** October 21, 2025

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A summary of the recommended Budget Amendment # 3 for the 2025-2026 budget will be provided under separate cover.

Please be advised, these are changes in estimated budgeted funds, to fund items as noted.

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Administrative Recommendation:

Approval of 2025-2026 Budget Amendment # 3.



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
 AMENDED BUDGET - FUNCTION AND OBJECT  
 GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS  
 FOR THE PERIOD JULY 1, 2025 THRU JUNE 30, 2026  
 FISCAL YEAR 2025-2026

		GENERAL FUND				SCHOOL NUTRITION FUND				DEBT SERVICE FUND			
		ORIGINAL BUDGET 7/1/2025	ADJUSTED BUDGET 09/30/2025	Additions (Deductions) #3	AMENDED BUDGET 10/31/2025	ORIGINAL BUDGET 7/1/2025	ADJUSTED BUDGET 9/30/2025	Additions (Deductions) #3	AMENDED BUDGET 10/31/2025	ORIGINAL BUDGET 7/1/2025	ADJUSTED BUDGET 9/30/2025	Additions (Deductions) #3	AMENDED BUDGET 10/31/2025
<b>REVENUES</b>													
5700	Local and Intermediate	\$ 149,148,691	\$ 150,153,191	\$ 385,756	\$ 150,538,947	\$ 1,154,150	\$ 1,154,150	\$ -	\$ 1,154,150	\$ 48,949,768	\$ 48,949,768	\$ -	\$ 48,949,768
5800	State	218,411,309	218,411,309	(1,032,637)	217,378,672	440,000	440,000	-	440,000	-	-	-	-
5900	Federal	2,000,000	2,000,000	-	2,000,000	20,223,478	20,223,478	-	20,223,478	-	-	-	-
	<b>Total - All Revenues</b>	<b>\$ 369,560,000</b>	<b>\$ 370,564,500</b>	<b>\$ (646,881)</b>	<b>\$ 369,917,619</b>	<b>\$ 21,817,628</b>	<b>\$ 21,817,628</b>	<b>\$ -</b>	<b>\$ 21,817,628</b>	<b>\$ 48,949,768</b>	<b>\$ 48,949,768</b>	<b>\$ -</b>	<b>\$ 48,949,768</b>
<b>APPROPRIATIONS by FUNCTION</b>													
11	Instruction	\$ 211,629,923	212,679,446	\$ 73,089	\$ 212,752,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Instructional Resources and Media Services	2,020,954	2,147,866	(230,463)	1,917,403	-	-	-	-	-	-	-	-
13	Curriculum and Staff Development	9,347,135	9,347,135	(312,939)	9,034,196	-	-	-	-	-	-	-	-
21	Instructional Leadership	5,662,506	5,662,506	(84,352)	5,578,154	-	-	-	-	-	-	-	-
23	School Leadership	21,728,046	21,728,046	493,163	22,221,209	-	-	-	-	-	-	-	-
31	Guidance, Counseling and Evaluation Services	17,546,309	17,546,309	491,309	18,037,618	-	-	-	-	-	-	-	-
32	Social Work Services	1,732,378	1,732,378	43,959	1,776,337	-	-	-	-	-	-	-	-
33	Health Services	3,257,259	3,257,259	97,410	3,354,669	-	-	-	-	-	-	-	-
34	Student Transportation	11,909,952	12,476,864	(900,888)	11,575,976	-	-	-	-	-	-	-	-
35	Food Services	-	-	-	-	21,827,628	22,378,085	-	22,378,085	-	-	-	-
36	Co/Extra Curricular Activities	8,113,940	8,165,810	1,105,394	9,271,204	-	-	-	-	-	-	-	-
41	General Administration	9,310,815	9,351,347	(11,752)	9,339,595	-	-	-	-	-	-	-	-
51	Plant Maintenance and Operations	39,715,583	40,676,607	268,723	40,945,330	-	-	-	-	-	-	-	-
52	Security and Monitoring Services	6,640,841	6,640,841	1,044,450	7,685,291	-	-	-	-	-	-	-	-
53	Data Processing Services	14,904,098	15,276,968	210,051	15,487,019	-	-	-	-	-	-	-	-
61	Community Services	1,500,512	1,500,512	161,602	1,662,114	-	-	-	-	-	-	-	-
71	Debt Services	1,359,000	1,359,000	-	1,359,000	-	-	-	-	48,949,768	48,949,768	-	48,949,768
81	Facilities Acquisition and Construction	4,431,749	5,250,655	92,000	5,342,655	-	-	-	-	-	-	-	-
99	Intergovernmental Charges	2,374,000	2,374,000	-	2,374,000	-	-	-	-	-	-	-	-
	<b>Total - All Appropriations</b>	<b>\$ 373,185,000</b>	<b>\$ 377,173,549</b>	<b>\$ 2,540,756</b>	<b>\$ 379,714,305</b>	<b>\$ 21,827,628</b>	<b>\$ 22,378,085</b>	<b>\$ -</b>	<b>\$ 22,378,085</b>	<b>\$ 48,949,768</b>	<b>\$ 48,949,768</b>	<b>\$ -</b>	<b>\$ 48,949,768</b>
<b>OTHER FINANCING SOURCES/(USES)</b>													
7000	Other Financing Sources	\$ 150,000	150,000	\$ -	\$ 150,000	\$ 10,000	10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -
8000	Other Financing (Uses)	(525,000)	(525,000)	525,000	-	-	-	-	-	-	-	-	-
	<b>Total Other Financing Sources (Uses)</b>	<b>\$ (375,000)</b>	<b>\$ (375,000)</b>	<b>\$ 525,000</b>	<b>\$ -150,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations</b>	<b>\$ (4,000,000)</b>	<b>\$ (6,984,049)</b>	<b>\$ (2,662,637)</b>	<b>\$ (9,646,686)</b>	<b>\$ -</b>	<b>\$ (550,457)</b>	<b>\$ -</b>	<b>\$ (550,457)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Fund Balance Beginning July 1 (Estimated)</b>	<b>\$ 124,500,000</b>	<b>\$ 124,500,000</b>	<b>\$ -</b>	<b>\$ 124,500,000</b>	<b>\$ 9,955,375</b>	<b>\$ 9,955,375</b>	<b>\$ -</b>	<b>\$ 9,955,375</b>	<b>\$ 38,573,028</b>	<b>\$ 38,573,028</b>	<b>\$ -</b>	<b>\$ 38,573,028</b>
3000	<b>Fund Balance Ending June 30 (Estimated)</b>	<b>\$ 120,500,000</b>	<b>\$ 117,515,951</b>	<b>\$ (2,662,637)</b>	<b>\$ 114,853,314</b>	<b>\$ 9,955,375</b>	<b>\$ 9,404,918</b>	<b>\$ -</b>	<b>\$ 9,404,918</b>	<b>\$ 38,573,028</b>	<b>\$ 38,573,028</b>	<b>\$ -</b>	<b>\$ 38,573,028</b>
<b>APPROPRIATIONS by OBJECT</b>													
6100	Payroll Costs	\$ 285,002,089	\$ 285,548,441	\$ 1,974,990	\$ 287,523,431	\$ 8,386,253	\$ 8,386,253	\$ -	\$ 8,386,253	\$ -	\$ -	\$ -	\$ -
6200	Purchased/Contracted Services	38,516,619	39,417,300	396,010	39,813,310	237,000	237,000	-	237,000	-	-	-	-
6300	Supplies and Materials	22,166,760	22,484,996	447,908	22,932,904	13,077,875	13,063,875	(50,000)	13,013,875	-	-	-	-
6400	Other Operating Expenses	14,457,794	14,497,646	(268,181)	14,229,465	56,500	70,500	-	70,500	-	-	-	-
6500	Debt Service	1,359,000	1,359,000	-	1,359,000	-	-	-	-	48,949,768	48,949,768	-	48,949,768
6600	Capital Outlay	11,682,738	13,866,166	(9,971)	13,856,195	70,000	620,457	50,000	670,457	-	-	-	-
	<b>Total - All Appropriations</b>	<b>\$ 373,185,000</b>	<b>\$ 377,173,549</b>	<b>\$ 2,540,756</b>	<b>\$ 379,714,305</b>	<b>\$ 21,827,628</b>	<b>\$ 22,378,085</b>	<b>\$ -</b>	<b>\$ 22,378,085</b>	<b>\$ 48,949,768</b>	<b>\$ 48,949,768</b>	<b>\$ -</b>	<b>\$ 48,949,768</b>

Ector County ISD  
 Finance Department  
 Budget Amendment #3  
 Requests to be Appropriated  
 Fiscal Year 2025-2026



Description	Amount
<b>GENERAL FUND</b>	
<b>The following will result in a decrease to fund balance.</b>	
Foundation School Funding Allotment	\$ 3,473,236
Regional Day School Deaf Program	\$ 1,175,000
Core Dual Credit Courses	\$ 630,000
Facilities Assessment	\$ 350,000
	<b>\$ 5,628,236</b>
<b>The following will result in no change to fund balance.</b>	
Exxon Mobil Donation	\$ (150,000)
STEM software	\$ 150,000
IXL Learning Donation	\$ (145,750)
Student license to math platform	\$ 145,750
Education Foundation Donation	\$ (71,206)
Salaries for Education Foundation	\$ 71,206
Permian Baseball Booster Donation	\$ (18,800)
Permian High School - short brick/chain link fence	\$ 18,800
	<b>\$ -</b>
<b>The following will result in an increase to fund balance.</b>	
Available School Funding Allotment	\$ 2,440,599
Operating Transfer Out-Regional Day School Deaf Program	\$ 525,000
	<b>\$ 2,965,599</b>
<b>Net effect to fund balance</b>	<b>\$ (2,662,637)</b>

**SCHOOL NUTRITION FUNDS**

**The following will result in a decrease to fund balance.**

None

\$ -

**\$ -**

**The following will result in no change to fund balance.**

None

\$ -

**\$ -**

**The following will result in an increase to fund balance.**

None

\$ -

**\$ -**

**Net effect to fund balance**

**\$ -**

**DEBT SERVICE FUND**

**The following will result in a decrease to fund balance.**

None

\$ -

**\$ -**

**The following will result in no change to fund balance.**

None

\$ -

**\$ -**

**The following will result in an increase to fund balance.**

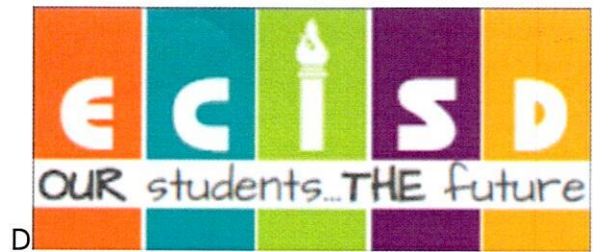
None

\$ -

**\$ -**

**Net effect to fund balance**

**\$ -**



**Ector County Independent School District**

**Action Page**

**TO:** Board of Trustees  
**FROM:** Dr. Anthony Sorola, Associate Superintendent – District Operations  
**SUBJECT:** Discussion of and Request for Approval of AIA Document A104 - 2017 Standard Abbreviated Form of Agreement Between Owner and Contractor

**DATE:** October 21, 2025

---

The Administration requests that the Board approve the A104 - 2017 AIA Standard Form of Agreement Between the Owner (ECISD) and Contractor (Amstar), which is dated 04-07-2025. The construction service cost for Burleson EEC Conversion Project, which is locally funded, is \$192,628.19. This amount resulted from the local decision to convert the Burleson ES campus into an early childhood center beyond the original scope, which was completing Priority 1 and Priority 2 tasks, While the bond related repairs at Burleson were funded through bond funds, some of these renovations were specific to the conversion of the campus, which included extensive flooring work and cost of overtime due to the urgency to open the campus on time.

\*\*\*\*\*

**Administrative Recommendation:**

Approval of the A104-2017 Standard Form of Agreement between ECISD and Amstar for the Burleson EEC Conversion Project.



# AIA® Document A104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the Seventh day of April in the year Two Thousand Twenty-Five  
(In words, indicate day, month and year.)

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

Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79761  
432.456.0000 phone  
www.ectorcountyisd.org

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

Amstar, Inc.  
1211 Pleasanton Road  
San Antonio, Texas 78214  
210.927.5705 phone  
210.927.5710 fax  
www.amstarincgc.com

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

Ector County Independent School District  
Burluson EEC Conversion Project

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

Parkhill  
1700 W Wall Street, Suite 100  
Midland, Texas 79701  
432.697.1447 phone  
www.parkhill.com

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and AMSTAR, Inc. (hereinafter referred to as "Contractor") desire to enter into a contract under which Contractor will perform construction services relating the above-referenced Projects on behalf of Owner.

WHEREAS Owner and Contractor have agreed to enter into AIA Document A104-2017 Agreement ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Contractor on this project, Owner and Contractor hereby agree to the following amendments to the Contract:

**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.

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**User Notes:**

## TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

### EXHIBIT A DETERMINATION OF THE COST OF THE WORK

#### ARTICLE 1 THE WORK OF THIS CONTRACT

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

#### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

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/

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

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

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

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

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: July 18, 2025

§ 2.3.2 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:

**Portion of Work**

**Substantial Completion Date**

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 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 one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below  
(Paragraphs deleted)

§ 3.2 The Stipulated Sum shall be One Hundred Ninety-Two Thousand, Six Hundred and Twenty-Eight dollars and Nineteen cents (\$ 192,628.19), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.2.2 Unit prices, if any: N/A

(Table deleted)

§ 3.2.3 Allowances, if any, included in the stipulated sum:  
(Identify each allowance.)

**Item**  
Commercial Permit

**Price**  
\$11,509.64

**§ 3.3** Liquidated damages, if any:

*(Paragraphs deleted)*

It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion and Final Completion of the Project, and Owner shall sustain actual and direct damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. The Contractor is subject to liquidated damages, as specified in this Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion. The Owner may deduct from the Final Payment made to the Contractor the sum of \$200 per day for each and every additional calendar day beyond the agreed date of Substantial Completion. Contractor and Owner agree that the amount

*(Table deleted)*

*(Paragraphs deleted)*

of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$200 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

**§ 4.1.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment to Contractor for undisputed amounts in the manner and within the time provided in the Contract Documents and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment pursuant to Texas Government Code Section 2251.042 *et seq.*, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

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

N/A

**§ 4.1.3**

The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within Forty-Five (45) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025

**§ 4.1.4**

Until Final Completion of the Work, the Owner

*(Paragraphs deleted)*

shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided in this Agreement. The retainage shall be paid with the Final Payment. *(Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).*

§ 4.1.5 Undisputed payments overdue and unpaid under the Contract Documents shall bear interest as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

#### § 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 4.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment. Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k), pursuant to 19 TAC Section 61.1040(f).

§ 4.2.3 The making of final payment shall not constitute a waiver of any Claims by the Owner.

### ARTICLE 5 DISPUTE RESOLUTION

#### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Paragraph deleted)*

[  ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

### ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as amended.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Please refer to specifications noted on drawings.

*(Table deleted)*

§ 6.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

The project description/details are those prepared by Parkhill for Burleson IFC dated 7/31/2025 which are attached hereto as Exhibit A.

*(Table deleted)*

§ 6.1.6 The Addenda, if any:

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User Notes:

(1648851544)

(Table deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:  
(Check all boxes that apply.)

[ ]  
(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any reference to Contract Documents herein shall include the Construction Documents, and any other documents included in the Contract Documents, as amended and/or supplemented for this Project.

"Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project.

### § 7.2 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 written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of the Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring Contractor's signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure of Contractor to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract by Contractor.

### § 7.3 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. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation

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services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents.

#### **§ 7.4 Construction Documents**

Construction documents include 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. Construction documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 7.5 Ownership and use of Drawings, Specifications and Other Construction Documents**

**§ 7.5.1** All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Construction Documents. 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 any reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce the Construction Documents provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Construction Documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

#### **§ 7.6 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.

#### **§ 7.7 Building Information Models Use and Reliance**

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.

#### **§ 7.8 Severability**

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.

#### **§ 7.9 Notice**

##### **§ 7.9.1**

*(Paragraphs deleted)*

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving

notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's or Contractor's designated representative, with electronic confirmation of receipt.

*(Paragraph deleted)*

### **§ 7.10 Relationship of the Parties**

It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement 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 or any of its authorized representatives 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.

## **ARTICLE 8 OWNER**

### **§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1** The Owner, being a public body under the laws of the State of Texas, must have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

**§ 8.1.3** [Intentionally Deleted]

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### **§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct defective Work, fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents, or repeatedly fails to carry out the 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 is 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. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

### **§ 8.3 Owner's Right to Carry Out the Work**

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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. The Architect shall, pursuant to Section 15.4.3, 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 the Owner's expenses and compensation for the Architect's and other consultants' additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then 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, then the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** 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 represents and warrants by submission of a Proposal that it has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work, and that, from its own investigations, it has satisfied itself as to the nature and

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location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

**§ 9.1.2** 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 8.1.2, 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 for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; 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 involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

**§ 9.1.3** Neither the Owner nor the Contractor is 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.

## **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** 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, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** 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. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor

vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

**§ 9.2.3** The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all sub-contractors and sub-sub-contractors.

**§ 9.2.4** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 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.

**9.2.5** The Contractor shall review Subcontractor 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 Paragraph 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.

**§ 9.2.6** Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

### **§ 9.3 Labor and Materials**

**§ 9.3.1** 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. Texas Government Code § 2269.054. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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.

**§ 9.3.2** 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 skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

#### **§ 9.3.4 CRIMINAL HISTORY CHECKS**

**§ 9.3.4.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.08341 on all "covered employees" (as defined in Section 9.3.4.3) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Contractor's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 9.3.4.2** Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 9.3.4.3** For the purposes of this Section, "covered employees" means employees, agents or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the 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 contracting entity adopts a policy prohibiting employees, contractors, and subcontractors from interacting with students or entering areas used by students, informs employees, contractors, and subcontractors of the policy, and enforces the policy at the work area. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060 and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful materials to a minor. The term "instructional facility" means real property, and improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

#### **§ 9.3.5 Prevailing Wage Rates**

**§ 9.3.5.1** Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the

"Minimum Wage Schedule" attached to this Agreement. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code Section 2258.001 *et seq.*

§ 9.3.5.2 Contractor shall forfeit, as a penalty to the Owner, \$60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

§ 9.3.5.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors."

§ 9.3.5.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages."

§ 9.3.5.5 If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. Section 276a, (which can be accessed on the internet at <https://www.wdol.gov/> or <https://beta.sam.gov/>) effective as of the date of this Agreement.

#### § 9.4 Warranty

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 generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material 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 (unless such maintenance is Contractor's responsibility), improper operation or normal wear and tear under normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. All other 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 15.6.3. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

#### § 9.5 Taxes

Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES,

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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

#### **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 16.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work. 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.

#### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

**§ 9.7.1** When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

#### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

#### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

**§ 9.9.2** [Intentionally deleted]

**§ 9.9.3** 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals. 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.

**§ 9.10 Use of Site**

**§ 9.10.1** 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.

**§ 9.10.2** 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. The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

**§ 9.10.3** Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

**§ 9.10.4** Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at 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 the Building.

**§ 9.11 Cutting and Patching**

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 results in Work that is in accordance with the Construction Documents and Contract Documents. No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work. All areas requiring 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.

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### **§ 9.12 Cleaning Up**

The Contractor 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 of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition. 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 seek reimbursement from the Contractor.

### **§ 9.13 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.

### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH 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 ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.

### **§ 9.15 Indemnification**

**§ 9.15.1** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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 (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, 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 ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED 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. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED

BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

**§ 9.15.2** IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 9.15 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 9.15.1 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.

**§ 9.15.3** THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 9.15 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ.*

**§ 9.15.4** THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 9.15.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 9.15.1 ABOVE.

**§ 9.15.5** THE PROVISIONS OF SECTION 9.15 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT

**§ 9.15.6** 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 Paragraph 9.15, 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.

**§ 9.15.7** It is understood and agreed that Subparagraph 9.15.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

**§ 9.15.8** THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 9.15.1 ABOVE.

**§ 9.16** 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 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.2.. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract Documents, or as they may be amended in the future.

§ 10.2 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.

§ 10.3 The Architect or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's authorized representative or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or Owner's authorized representative, Architect's project representative, and Architect. Architect or his authorized representative will 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. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, 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. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not 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 at no additional cost to Owner.

§ 10.4 The Architect 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 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. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 10.5 Based on the Architect's evaluations of the Work and 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.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 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.

§ 10.8 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 will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within 14 (fourteen) days after receipt of the Contractor's list of Subcontractors and suppliers. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner. 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. When the parties agree on a proposed substitute Subcontractor, 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. 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.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.4 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 Sums shall be allowed for failure to so inspect or investigate.

### **§ 11.5 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 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 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. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate written Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. 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.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction 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. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due 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, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 13.6 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. 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.

§ 13.7 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 13.8 If the Contract Sum is \$1,000,000.00 or more, or if the Contract Sum is less than \$1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to \$1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code § 44.0411.

## **ARTICLE 14 TIME**

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 15.7.1. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by fire, governmental actions, or adverse weather conditions not reasonably anticipatable and sufficiently documented; or (3) by other causes that the Contractor asserts, and the Architect and Owner determine, may justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine, subject to the provisions of Article 21.

§ 14.6 This Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time.

## **ARTICLE 15 PAYMENTS AND COMPLETION**

### **§ 15.1 Schedule of Values**

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price 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 of values, 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.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### **§ 15.2 Control Estimate [Intentionally deleted]**

Init.

(Paragraphs deleted)

**§ 15.3 Applications for Payment**

**§ 15.3.1** 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 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage; and include any revised cost control information required by Section 15.2.4. 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 Contractor has self-performed the Work.

**§ 15.3.1.1** Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 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 Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

**§ 15.3.1.2** Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. *(Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).*

**§ 15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 15.3.3** Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- .4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.
- .5 Payment shall not include any charges for overhead or profit on stored materials.
- .6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

**§ 15.3.4** 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 other encumbrances adverse to the Owner's interests. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen, laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

**§ 15.3.5** By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits, and arithmetic verifications; 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 received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Application for Payment; 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 Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors 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 performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

#### **§ 15.4 Certificates for Payment**

**§ 15.4.1** 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 if incomplete or inaccurate. If the Application for Payment is complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or (2) notify the Contractor and Owner in writing with a detailed statement of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq.* Owner may not withhold from payments more than 110% of the disputed amount. Owner shall provide certifications of payment for any of the Owner's separate consultants or contractors on Architect's prior written request.

**§ 15.4.2** 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, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct. 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 by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

**§ 15.4.2.1** 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.

**§ 15.4.3** 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 15.4.2 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 15.4.1. If the Contractor and the 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 9.2.2, 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; or
- .8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

**§ 15.4.4** When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, the Contractor may submit a Claim in accordance with Article 21.

**§ 15.4.5** 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, upon ten (10) additional 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.

**§ 15.4.6** If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

**§ 15.4.7** 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 either to:

- .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.

### § 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after 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. 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 Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. 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, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

### § 15.5.2 [Intentionally deleted]

§ 15.5.3 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.

§ 15.5.4 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.

§ 15.5.5 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

### § 15.6 Substantial Completion

§ 15.6.1 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; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's or the State's Substantial Completion Certificate. The payment certification shall state the date of Substantial Completion, the punch list provided by the Contractor to address all remaining areas of the Project, and all known Owner-accepted non-conforming work. Required certifications of work requested or required by the Owner shall be limited to work required under the Contract Documents.

§ 15.6.2 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.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect 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 Architect shall so notify the Contractor and Owner in writing, and 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. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue a Certificate of Substantial Completion which 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 Final Completion of the Work or designated portion thereof .

§ 15.6.4 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.

#### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's written 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 fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents, and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien 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 such lien, including costs and reasonable attorneys' fees. 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 16.4, 16.5, and 16.6;
- .2 Final list of subcontractors (AIA Document G705);
- .3 Contractor's warranties, organized as required elsewhere in the Contract Documents;
- .4 Maintenance and Instruction Manuals;
- .5 Owner's Final Completion Certificate; and
- .6 "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. Final payment shall be

**§ 15.7.3** The making of final payment shall  
(Paragraphs deleted)  
not constitute a waiver of any claims by the Owner.

**§ 15.7.4** Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 21 and identified by that payee as unsettled at the time of the final Application for Payment.

## **ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

### **§ 16.1 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.

**§ 16.1.2** 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 perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

**§ 16.1.3** Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, 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 any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed 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 person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

**§ 16.1.4** Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

**§ 16.1.5** 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 Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work

- site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;
- .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 other buildings, and other contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities, tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3.

**§ 16.1.6** The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

**§ 16.1.7** 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.

**§ 16.1.8** 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.

#### **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of 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, in writing, the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

**§ 16.2.2** IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 9.15.

**§ 16.2.3** The Owner shall not be responsible under this Section 16.2 for hazardous materials or substances the Contractor brings to the site.

*(Paragraphs deleted)*

#### **§ 16.3 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS**

*(Paragraph deleted)*

**§ 16.3.1** 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.

*(Paragraph deleted)*

**§ 16.3.2** Final Payment shall not be made until this written certification has been received.

*(Paragraph deleted)*

#### **§ 16.4 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM**

*(Paragraph deleted)*

**§ 16.4.1** 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".

**§ 16.4.2** 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.

*(Paragraphs deleted)*

#### **§ 16.5 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

*(Paragraphs deleted)*

#### **ARTICLE 17 INSURANCE AND BONDS**

*(Paragraphs deleted)*

##### **§ 17.1 Owner Controlled Insurance Program**

**§ 17.1.1** The Contractor shall fully comply with all requirements relating to insurance for the Project as set forth in this Article 17 Owner Controlled Insurance Program (OCIP) and *Exhibit 1: OCIP and Other Insurance Requirements*.

**§ 17.1.2** The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Commercial General Liability and Excess Liability. In addition, Owner will provide Builders' Risk insurance for Contractors and Subcontractors of every tier who have been properly enrolled and are providing direct labor to the Project. A general summary of coverage provided will be detailed in the OCIP Manual (Manual) and made part of the Owner's Contractor's Agreement and incorporated in every subcontract. All terms and conditions will apply during the term of the contract.

**§ 17.1.3** All insurance premiums associated with the OCIP will be paid by the Owner.

**§ 17.1.4** While the OCIP provides uniform coverages and reasonable limits, the OCIP is not intended to meet all insurance needs of the Contractor and eligible Subcontractors who have been properly enrolled. In addition to any insurance provided by the Owner, the Contractor and all Subcontractors should discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained. Contractor and eligible Subcontractors enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

**§ 17.1.5** The Owner has established an Owner Controlled Insurance Program (OCIP). To the extent required by the Owner, Contractor shall fully participate in and comply with all requirements of the OCIP. A copy of the OCIP

Manual will be provided by the Owner and made part of the Owner Contractor Agreement.

**§ 17.1.6** Contractors and Subcontractors shall notify the Owner and the OCIP administrator of all subcontractors and ensure they comply with the OCIP enrollment requirements

**§ 17.1.7** Survival. The insurance provisions of this Article 17 shall survive any termination of this Contract.

*(Table deleted)*

**§ 17.2 Owner's Insurance**

**§ 17.2.1** The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date of Substantial Completion and such date of Owner responsibility shall be documented in the Certificate of Substantial Completion. If Owner occupies or uses any completed or partially-completed portion of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, if any, Contractor's builder's risk shall be primary and non-contributory.

**§ 17.2.2** Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

*(Paragraphs deleted)*

**§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** All insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. The Contractor shall require similar written waivers in favor of the Owner, from the subcontractors and sub-subcontractors. The policies of insurance purchased and maintained by Contractor pursuant to this section 17.2.2.7 shall not prohibit this waiver of subrogation.

**§ 17.2.2.7.2** The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work with insurers, regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner. Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

**§ 17.2.2.8** A loss insured under the Owner's property insurance 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 Section 17.2.2.9. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.2.9** Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect do not object, the Owner shall settle the loss, and the Contractor and Architect 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 and/or Architect timely object 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 21. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

Owner Controlled Insurance Program

**Limits**

Described in Article 17.1 and Exhibit 1

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

*(Paragraph deleted)*

**ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents, whether discovered before or after 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. The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice by Owner of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or by terms of an 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 Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner may correct it in the Work as provided in 18.3. Nothing contained in this Section 18.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

*(Paragraph deleted)*

**§ 18.3** If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

**§ 18.4** 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.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

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.

### § 19.2 Governing Law

The Contract shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities having jurisdiction. 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 which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely written notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*

Exalander (Sam) Magallan  
Executive Director of District Operations  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79761  
432.456.0000  
exalander.magallan@ectorcountysd.org

### § 19.5 The Contractor's representative:

*(Name, address, email address and other information)*

Brandon Coker  
Project Manager  
Amstar, Inc.  
2614 130th St Suite 29  
Lubbock, Texas 79423  
806.368.1180 phone  
brandon@amstarincgc.com

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

### § 19.7 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 19.7.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or 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.

§ 19.7.2 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.

Init.

## **§ 19.8 RECORDS**

**§ 19.8.1** Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, 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 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.

**§ 19.8.2** If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 19.8.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing 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.

**§ 19.8.3** 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 systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 19.8.1.

**§ 19.8.4** Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 19.8.1, 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.

**§ 19.8.5** 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 overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

## **§ 19.9 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION**

**§ 19.9.1** 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.

**§ 19.9.2** 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; 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.

**§ 19.9.3** 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.

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) 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:

- .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; or
- .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 of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents.

If one of the reasons described in this Section 20.1 exists, then, after the 90-day time period, the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

## **§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of 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 serious or repeated worker misconduct;
- .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 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

**§ 20.2.2** When any of the reasons described in Section 20.2.1 exists, the Owner, subject to any prior rights of the surety, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract 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; and
- .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.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

**§ 20.2.4** 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 the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract..

**§ 20.2.5** 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 **20.2.1** through **20.2.6**. 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.

**§ 20.2.6** 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.

**§ 20.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work properly executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum to be exceeded. Such payment shall not include overhead and profit for Work not executed.

**§ 20.3.1** Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 20.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 20.3, 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 Section 20.3.

**ARTICLE 21 CLAIMS AND DISPUTES**

**§ 21.1** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect. The Architect shall review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to litigation.

**§ 21.2 Notice of Claims**

**§ 21.2.1** Claims by the 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 18.2, shall be initiated by written notice to the Owner and Architect within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the Contractor first knew or should have known the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's designated representatives. The Notice shall clearly set out the specific matter of complaint, and the impact which may occur or have occurred as a result thereof, to the extent that the impact can be assessed at the time of the Notice. If the impact cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. 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. Claims not filed as required by this Section shall be waived.

**§ 21.2.2** Claims by 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 18.2, shall be initiated by written notice to the Owner and Architect.

**§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty, or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law, but in the case of the Owner not more than 8 years after the date of Final Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.009. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 21.3.

*(Paragraph deleted)*

Init.

§ 21.5 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. 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. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.

§ 21.6 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 21.7 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

*(Paragraph deleted)*

§ 21.8 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 19.2.

§ 21.9 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by 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 authorized by law.

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, or as provided in Section 15.4, as amended, and Article 20, as amended, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in for work performed accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor waives all claims against the Owner for consequential damages arising out of or relating to this *(Paragraphs deleted)* Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration.

Nothing contained in this Section 21.11 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

**Ector County Independent School District**

**Amstar, Inc.**

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

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

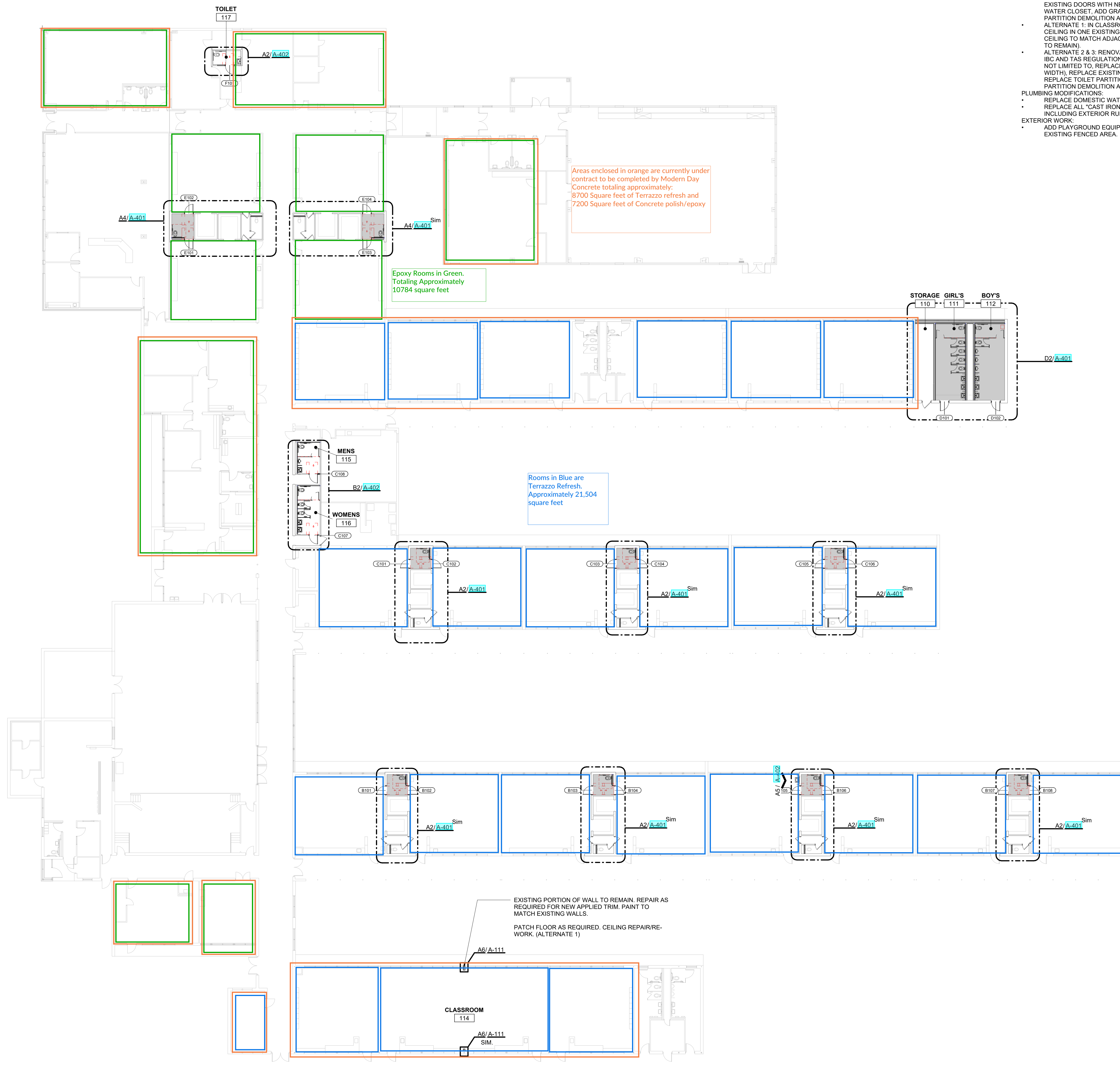
\_\_\_\_\_  
Dr. Keeley Boyer  
Superintendent

*(Printed name and title)*

\_\_\_\_\_  
Atanacio Carrisal  
Vice President of Construction

*(Printed name and title)*

# EXHIBIT A SCOPE OF WORK

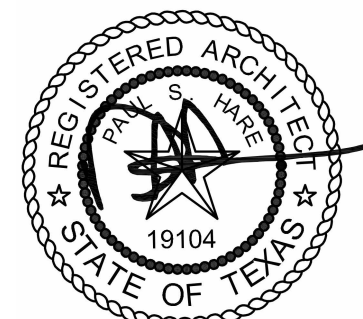


## SCOPE OF WORK

- ARCHITECTURAL MODIFICATIONS:**
- BUILDING ENVELOPE: ON THE EXTERIOR FACADES, REPLACE EXISTING WATERPROOFING/SEALANT JOINTS AT ALL DOOR/WINDOW OPENINGS AND BUILDING CONSTRUCTION OR EXPANSION JOINTS.
  - RENOVATE EXISTING CLASSROOM TO A BOY'S TOILET ROOM 112, GIRL'S TOILET ROOM 111 AND STORAGE ROOM 110.
  - REMOVE INTERIOR PARTITION BETWEEN TWO CLASSROOMS TO FORM ONE CLASSROOM AT ONE LOCATIONS IDENTIFIED ON PLANS, CLASSROOM 114.
  - RENOVATE TOILET ROOM (1B & 1C) TO MEET IBC AND TAS REGULATIONS AND STANDARDS. WORK TO INCLUDE, BUT NOT LIMITED TO, REPLACING EXISTING DOORS WITH NEW DOORS (36" WIDTH), REPLACE EXISTING WATER CLOSET, ADD GRAB BARS AND MISCELLANEOUS INTERIOR WALL PARTITION DEMOLITION AND REPLACEMENT.
  - ALTERNATE 1: IN CLASSROOM 114, REMOVE EXISTING SUSPENDED CEILING IN ONE EXISTING CLASSROOM AND REPLACE WITH SUSPENDED CEILING TO MATCH ADJACENT CLASSROOM (LIGHTING AND DIFFUSERS TO REMAIN).
  - ALTERNATE 2 & 3: RENOVATE TOILET ROOMS 115, 116 AND 117 TO MEET IBC AND TAS REGULATIONS AND STANDARDS. WORK TO INCLUDE, BUT NOT LIMITED TO, REPLACING EXISTING DOORS WITH NEW DOORS (36" WIDTH), REPLACE EXISTING WATER CLOSETS, ADD GRAB BARS, REPLACE TOILET PARTITIONS AND MISCELLANEOUS INTERIOR WALL PARTITION DEMOLITION AND REPLACEMENT.
- PLUMBING MODIFICATIONS:**
- REPLACE DOMESTIC WATER VALVES THROUGH-OUT ENTIRE FACILITY.
  - REPLACE ALL "CAST IRON" SANITARY PIPING THROUGH-OUT FACILITY INCLUDING EXTERIOR RUNS.
- EXTERIOR WORK:**
- ADD PLAYGROUND EQUIPMENT WITH ACCESSIBLE PATH WITHIN EXISTING FENCED AREA.

## GENERAL NOTES

- REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING HEIGHTS/LOCATIONS FOR TOILET ROOM ACCESSORIES.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD, MASONRY OR CENTERLINE OF STRUCTURE, UNLESS OTHERWISE NOTED.
- EXTERIOR DIMENSIONS ARE TO FACE OF MASONRY, UNLESS OTHERWISE NOTED.
- INTERIOR WALLS ARE 6" METAL STUDS, UNLESS OTHERWISE NOTED OR DIMENSIONED.
- VERIFY DIMENSIONAL DISCREPANCIES FROM THIS OR ANY PLAN, SECTION, OR ELEVATION WITH ARCHITECT PRIOR TO CONSTRUCTION.
- PROVIDE BLOCKING ON ALL EQUIPMENT AS REQUIRED.
- PROVIDE BLOCKING FOR OWNER PROVIDED TOILET ACCESSORIES AS REQUIRED.
- ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES, STANDARDS, AND REGULATIONS.
- CONTRACTOR SHALL COORDINATE, OBTAIN, AND MAINTAIN ALL BUILDING PERMITS REQUIRED FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING BUILDING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING AND BRACING TO ENSURE SUCH SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON PLANS OR NOT, AND TO PROTECT THEM FROM DAMAGE.
- ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, RECOMMENDATIONS AND/OR SPECIFICATIONS. BASIS FOR DESIGN SPECIFICATION INCLUDED ON SHEET A-401.
- PROVIDE JOINT SEALANTS, BACKINGS, AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES. COLOR OF EXPOSED JOINT SEALANTS SHALL BE SELECTED BY OWNER. CLEAN OUT JOINTS IMMEDIATELY BEFORE INSTALLING JOINT SEALANTS. REMOVE ALL FOREIGN MATERIAL FROM JOINT SUBSTRATES THAT COULD INTERFERE WITH ADHESION OF JOINT SEALANT. COMPLY WITH JOINT SEALANT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS FOR PRODUCTS AND APPLICATIONS. INSTALL SEALANT BACKINGS TO SUPPORT SEALANTS DURING APPLICATION. INSTALL SEALANTS USING PROVEN TECHNIQUES AND TOOLS. SEALANTS BEFORE SKINNING OR CURING BEGINS WITH CONCAVE JOINT PROFILE.
- GRAVED OUT RESTROOMS, GRAB BAR LOCATIONS TO BE 20", COMPATIBLE WITH 3-4 YRS AND 5-8 YRS. GRAVED OUT RESTROOMS, WATER CLOSETS TO BE 12" FROM CENTER LINE, COMPATIBLE WITH 3-4 YRS AND 5-8 YRS.



03/07/2025

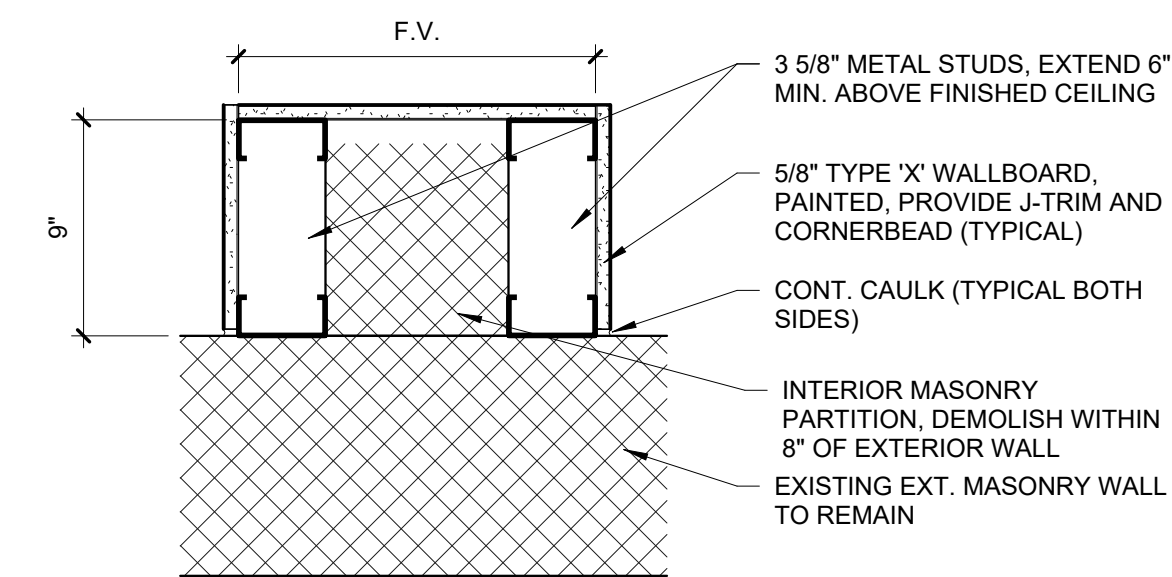


**CLIENT**  
Ector County ISD  
3900 N Golder Ave., Odessa, TX 79764

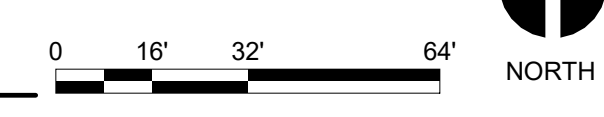
**PROJECT NO.**  
45092.25.01

**KEY PLAN**

#	DATE	DESCRIPTION
1	03/21/2025	ADDENDUM 001
2	03/07/2025	ISSUE FOR CONSTRUCTION



**A1** FIRST FLOOR - ANNOTATED/DIMENSIONED FLOOR PLAN  
1/16" = 1'-0"



**A6** WALL DETAIL  
1 1/2" = 1'-0"

# EXHIBIT A

## Flooring Upgrade Scope



BURLESON  
ELEMENTARY



# TOP TEXAS

INSULATION · ROOFING · FLOORING

## ESTIMATE #763

SENT ON:

Jul 03, 2025

**RECIPIENT:**

**Amstar General Contractor**

3900 North Golder Avenue  
Odessa, Texas 79764

**SENDER:**

**Top Texas**

2504 Culpeper Drive  
Midland, Texas 79705

Phone: 432-741-9427

Email: sam@toptexascompanies.com

Website: www.permianbasinsprayfoam.com

Product/Service	Description	Qty.	Unit Price	Total
Carpet Removal	1) Removal of Carpet in both areas.	16128	\$0.95	\$15,321.60
Epoxy Flooring System - Commercial	1) Preparation: Grinding with Diamond Cup Wheel machine or similar to remove existing elements and provide a concrete substrate that is carefully conditioned to receive the epoxy coating.  2) Primer: Apply Epoxy-based primer by Labsurface.  3) Topcoat: Apply Clear Multi-Purpose Epoxy Top Coat by Labsurface.	3584	\$4.25	\$15,232.00
Terrazo Repolish	1) Clean: Deep clean of existing terrazzo system to remove any contaminates from the surface.  2) Refine Floor: Refine existing Terrazzo with Lavina Step 1 Diamond pads.  3) Denisfier: Apply Denisifer to density the Terrazzo.  4) Polish: Polish floor with Lavina Step 2 Diamond Pads.  5) Guard Application: Application of 3D SP Stain protector to protect terrazzo against future staining.  6) Burnish: Burnish Terrazzo with High-Velocity burnisher to achieve shine & enhance floor.	12544	\$3.50	\$43,904.00

**A deposit of \$37,228.80 will be required to begin.**

<b>Total</b>	<b>\$74,457.60</b>
--------------	--------------------

This quote is valid for the next 30 days, after which values may be subject to change.

**4% markup: \$2,978.30**  
**TOTAL: \$77,435.90**



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Keeley S. Boyer, Ed.D., Superintendent of Schools

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF RESOLUTION TO NOMINATE CANDIDATES TO THE ECTOR COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

**DATE:** October 21, 2025

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The Ector County Board of Trustee by way of Resolution will Nominate Candidates to the Ector County Appraisal District Board of Directors

\*\*\*\*\*

Administrative Recommendation:

Approval of Resolution to Nominate Candidates to the Ector County Appraisal District Board of Directors.



# Ector County Appraisal District

1301 E. 8th Street  
Odessa, Texas 79761-4703

Phone: 432-332-6834  
ector@ectorcad.org  
www.ectorcad.org

September 10, 2025

Dr. Keeley Boyer, Superintendent  
Ector County Independent School District  
Post Office Box 3912  
Odessa, Texas 79760-3912

## **Subject: Board of Directors Nomination and Election Process - Ector County Appraisal District**

Dear Dr. Boyer,

It is time to begin the nomination and election process for the Ector County Appraisal District Board of Directors. Two director positions will expire at the end of 2025, and the taxing units will appoint directors to serve new four-year terms beginning January 1, 2026. This letter serves as notice to the presiding officer of the governing body of your right to nominate a candidate to serve on the ECAD Board, and your voting entitlement based on the voting formula described in Section 6.03(d) of the Texas Property Tax Code.

Your current appointed representatives whose terms expire December 31, 2025, are:

- **David Dunn, Vice Chairman** (Mr. Dunn has indicated his willingness to serve another term)
- **Mari Willis**

### **Nomination and Election Timeline**

- **By October 15** - The presiding officer of each taxing unit must submit nominations to the chief appraiser. Nominations must be made by resolution of the governing body and must include the name and address of each nominee.
- **By October 30 (or as soon as practical)** - The chief appraiser will prepare an official ballot listing all nominees alphabetically by last name and will deliver the ballot to the presiding officer of each taxing unit.
- **Before November 15 (or as soon as practical)** - Each taxing unit must cast its votes by adopted resolution and submit the resolution to the chief appraiser. Votes may only be cast for nominees listed on the official ballot.

The chief appraiser will tabulate all votes and determine which candidates receive the highest number of votes. All taxing units will then be notified of the results, and the elected directors will be declared.

Enclosed you will find:

- **A calculation of the number of votes your unit may cast, and**
- **A sample form for resolution for nomination to assist in the nomination process.**
- **Board of Director Eligibility Requirements**

Please contact me if you have any questions about the nomination or election process for the Ector County Appraisal District Board of Directors.

Sincerely,



Layne Young, RPA  
Chief Appraiser-Executive Director

Enclosures

cc: Ms. Albessa Chavez

**Ector County Appraisal District  
Board of Director Election  
Voting Entitlement for 2026 Term**

<b>Taxing Jurisdiction</b>	<b>2024 Total Tax Levy</b>	<b>Percent of Total Levy</b>	<b>Percent of Levy X 1,000 rounded</b>	<b>Directorships to Fill</b>	<b>Votes</b>
ECISD	\$179,072,479	49.90%	499	2	998
Ector County	\$71,411,554	19.90%	199	2	398
City of Odessa	\$51,087,864	14.24%	142.4	2	285
Odessa College	\$36,040,991	10.04%	100.4	2	201
Ector County Hospital	\$21,218,471	5.91%	59.1	2	118
Goldsmith	\$33,645	0.01%	0.1	2	0
<b>Totals</b>	<b>\$358,865,004</b>	<b>100%</b>	<b>1000</b>		<b>2000</b>

**Texas Property Tax Code 6.03(c)** *A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.*

**Texas Property Tax Code 6.03(d)** *The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled.*

RESOLUTION NOMINATING CANDIDATES FOR  
THE ECTOR COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, pursuant to the Tax Code, Section 6.03, it is incumbent upon the

Board of Trustees of Ector County Independent School District

(governing body and the name of entity) to make nominations for the Board of Directors of the Ector County Appraisal District.

NOW, THEREFORE, BE IT RESOLVED BY THE

Board of Trustees of Ector County Independent School District;

(governing body and the name of entity).

SECTION ONE: That the following persons are hereby nominated for membership on the Board of Directors of the Ector County Appraisal District.

	<u>Name</u>	<u>Email Address</u>	<u>Telephone #</u>
1.	_____	_____	_____
2.	_____	_____	_____

SECTION TWO: That the Board of Trustees of Ector County Independent School District, (governing body and the name of the entity) deliver a copy of this resolution to the Chief Appraiser of the Ector County Appraisal District.

On motion of Board member \_\_\_\_\_, seconded by Board member \_\_\_\_\_, the above and forgoing resolution was adopted by the Board of Trustees of Ector County Independent School District \_\_\_\_\_

(governing body and the name of entity) at a regular meeting on the 21 day of October, A.D., 2025 by the following vote:

Members voting "Aye" \_\_\_\_\_

Members voting "Nay" \_\_\_\_\_

\_\_\_\_\_  
(Presiding Officer name and signature)

Attest: \_\_\_\_\_

Secretary



## **BOARD OF TRUSTEES**

**SUBJECT:** Consent Agenda

**PRESENTED BY:** Dr. Keeley S. Boyer

### **BACKGROUND INFORMATION:**

Ector County ISD adopted the use of the consent agenda as a means of expediting regular meetings. Consent agenda items consist of typical or routine matters in nature and typically have been discussed in a prior Board Work Study session. As such, the Board can consider all items included in the Consent Agenda with one motion. Should the Board choose to consider any item on the Consent Agenda separately, that item can be removed from the Consent Agenda, discussed, and voted on separately.

### **ADMINISTRATIVE RECOMMENDATION:**

Approval of the Consent Agenda.



## **REQUEST FOR APPROVAL OF MINUTES OF MEETINGS**

Attached you will find minutes of meetings of the Board of Trustees for:

September 09, 2025 – Board Workshop Meeting  
September 16, 2025 – Regular Board Meeting

**AT A BOARD WORKSHOP OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON SEPTEMBER 9, 2025, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:**

**Present:**

Delma Abalos  
Dr. Steve Brown  
Tammy Hawkins  
Christopher Stanley  
Robert Thayer  
Wayne Woodall

**Absent:**

Dawn Miller

**School Officials:** Dr. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Alicia Syverson, Lauren Tavarez, Dr. Robert Trejo

**Others:** Alex Reynolds, Aaron Hawley, Mark Gabrylczyk, Ryan Merritt, Anthony Garcia, Sara & Clay Moore, Kristen Vesely, Elliott Witney, Tracey Borchardt, Stephanie Moran, William Iker, Delesa Styles, Jennie Chavez, Michelle Keast, Ale Garcia, Cheryl Wilson, Marcela Macias, Megan Watts, Denise, De Loera, Martha Cirrincione, Ruth Campbell, Nory Leachon, Rita Lopez, Mary Franco

**27320** **Meeting Called to Order:** Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**27321** **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**27322** **Opening Remarks by Superintendent:** In her opening remarks, Superintendent Dr. Keeley Boyer reminded everyone that College Night is tomorrow at 6:00 p.m. and will be held in the University of Texas Permian Basin gym.

**27323** **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

**Report/Discussion Items**

**27324** **Discussion of the 2025-2026 ECISD Campus Improvement Plans:** Mauricio Marquez, Chief of Schools opened the item for discussion. Each school, regardless of its accountability rating, is required to develop a Campus Improvement Plan (CIP) annually. This plan serves as a blueprint for how each campus will address its unique needs, as identified through a comprehensive needs assessment.

Trustees reviewed the CIP development process, which begins with the needs assessment and leads to the creation of problem statements that reflect current data. These statements are aligned with school board goals and inform the development of performance objectives—the specific targets each school aims to achieve. Finally, strategies are outlined to meet those objectives.

Principals from four campuses—E.K. Downing Elementary, Odessa High School, LBJ Elementary, and Bonham Middle School—shared examples from their respective plans to illustrate how the process is applied at the campus level. All Campus Improvement Plans will be presented to the school board for approval at next week’s meeting.

No action required.

**27325** **Discussion of Sunset Youth Golf Center:** Sarah Moore, Co-leader of the Sunset Youth Golf Center, presented this item for discussion. This is a community-led project to restore a small portion of the former Sunset Golf Course for use by ECISD teams and students. The school district purchased the golf course property in January 2024 to support future school growth. Last spring, a group of community members formed a committee to pursue the idea of reviving part of the course for educational golfing purposes.

The committee has since evolved into a non-profit organization dedicated to creating the *Sunset Youth Golf Center*. The vision includes restoring the Par 3 course, potentially using artificial turf - developing a state-of-the-art driving range, constructing a professional-grade putting green, and modernizing the clubhouse to include a teaching facility and locker rooms for ECISD student and golf teams. The project will be completed in multiple phases.

The committee has been in discussions with representatives from the City and County to address infrastructure needs, renovation plans, and long-term sustainability.

Founded by Odessa High School graduate Rudy Gatlin of the Grammy Award-winning Gatlin Brothers, the group is hosting a fundraising event this Saturday at 11:30 a.m. at Odessa Country Club. The event will include a luncheon and a student golf clinic. Importantly, the *Sunset Youth Golf Center* will be funded entirely through private donations—not ECISD funds.

No action required.

**27326** **Discussion of Strategic Plan:** Dr. Keeley Boyer, Superintendent of Schools and Dr. Elliott Witney, ECHO Learning Consultant presented this item for discussion. Trustees reviewed the work that has been done to create a new strategic plan for ECISD. The new plan’s title is Growing Forward. Together. To gather input and recommendations for the plan nearly 1,000 engagements were conducted through a series of focus groups with school board members, district leaders, principals, teachers, students, parents, and community leaders, alongside an online survey that received 890 responses from across the community (eight

different zip codes). Thirteen people served on the steering committee that evaluated the survey responses and drove the creation of the new plan. Results of the focus groups and survey responses showed five (5) key organizational strengths: Leadership & Trust; Talent & Staffing; Student Culture & Belonging; Pathways & Innovation; and Early Learning. The data also revealed the following key organizational weaknesses: implementation of initiatives is missing depth, coherence and support needed for maximum impact; instructional quality and student experience vary too widely and depends too much on the campus attended; the district lacks a strong pipeline of well-prepared, certified educators; family and community partnerships are not fully leveraged to support student success. The steering committee's work included creating four (4) strategic priorities:

- 1) Excellent Education: Every Classroom. Every Day.
- 2) Cultivating Quality Educators
- 3) One District. One Community.
- 4) Build for the Future.

Each strategic priority is supported by a series of initiatives and those initiatives by specific, time-bound projects/actions/tasks. Following this review by Trustees, district leaders will have the chance to provide additional feedback, and the plan will officially launch this semester.

No action required.

**27327** **Possible Request for Approval to Move to Closed Meeting – Personnel Matters – Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District, or hear a complaint or charge against an officer or employee.]; Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]:**

There was no closed session.

**27328** **Closing Remarks by Superintendent:** There were no closing remarks by the Superintendent.

**27329** **Adjournment:** Board President Tammy Hawkins adjourned the Board meeting at 7:15 p.m.

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**Board President**  
*Tammy Hawkins*

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**Board Secretary**  
*Robert Thayer*

**AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON SEPTEMBER 16, 2025, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:**

**Present:**

Delma Abalos  
Dr. Steve Brown  
Tammy Hawkins  
Dawn Miller  
Christopher Stanley  
Robert Thayer  
Wayne Woodall

**Absent:**

**School Officials:** Dr. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matthew Spivy, Alicia Syverson, Lauren Tavarez, Dr. Robert Trejo

**Others:** Tatiana Dennis, Mary Ramos, Gavin Hinojos, Samantha Hutson, Claudia Ruiz, Gerald Mable, Julie Drainer, Cynthia Talacon, Javier Hernandez, Aaron Hawley, Carole Campbell, Betsabe Salcido, Alicia Gonzales, Phyllis Faulkner, Dawnna Talley, Christi Watson, Consuelo Soto, Jennifer Cooper, Stacy Hayse, JT Hayes, Jami Gatewood, Erika Pocaterra, Pia Rosaldo, Arely Ramirez, Ricardo Valderaz, Sandra Lopez, Carlos Lopez, Samantha Baker, Benjamin Wills, Rochelle Manalastas, Vanessa Rivas, Bianca Sanchez, Ashley Redman, Kaylea Brooks, Wayne & Patty Mitchell, Shannon Beard, James Beard, Dora Flores, Robert Wills, Summer Percifield, Stephanie Marin, Theresa Mananquil, Abel Avila, Julie Marshall, Rose Valderaz, Ruth Campbell, Nory Leachon, Rita Lopez, and Mary Franco

**27330** **Meeting Called to Order:** Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**27331** **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**27332** **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Cavazos Elementary students Charlotte Kuehlem and Asael Muñiz.

**27333** **Invocation:** The Invocation was led by Associate Minister Randy Unruh from Stonegate Odessa Church.

**27334** **Special Presentations:**

**Introduction of Teacher Incentive Allotment Level Up Teachers:** Mike Adkins, Chief Communications Officer presented this item. The Teacher Incentive Allotment is a state program that rewards the most effective teachers with

incentive dollars. Significant dollars. Last year, in ECISD the TIA awards ranged from \$3,425 to \$22,559. Last year 410 teachers received these *big checks*, as we like to call them. More than \$4.2 million was distributed to ECISD teachers last year. The group we are introducing tonight are the Level Up teachers – 71 of them who improved their TIA Designation from Recognized to Exemplary...or Exemplary to Master.

Designated teachers are mentoring and coaching others to become designated, creating a culture of collaborative excellence on our campuses.

A year ago, student data was collected for 900 teachers. This year there are more than 1,300 as we add more teachers who can qualify for TIA awards. This year many Career & Technical Education teachers were added...we are working on Fine Arts teachers for next year.

**Announcement of AP Scholars, AP Scholars with Honor, and AP Scholars with Distinction:** Mike Adkins, Chief Communications Officer excitedly announced that 113 students have been recognized as AP Scholars this year!

At the end of each Advanced Placement (AP) course, students have the opportunity to take a corresponding AP Exam, which is scored on a scale from 1 to 5, with 5 being the highest. In Texas, all public colleges, and universities - and most private colleges and universities - award college credit to students who earn a score of 3 or higher, known as a "Qualified" designation.

These AP Scholar honors are based on exam scores from the previous academic year. Of the 113 students recognized, 63 were seniors at the time and have since graduated. Today, we are proud to introduce you to the current students who have earned this distinction.

**AP Scholars with Honor:** Students who receive an average score of 3.25 on all AP exams taken and scores of 3 or higher on four or more of these exams.

Current Students:

Carlos Lopez, Odessa HS  
Ricardo Valderaz, Odessa HS  
Sophia Bao, New Tech Odessa  
Benjamin Wills, New Tech Odessa  
Jacob Knight, Permian HS

**AP Scholars with Distinction:** Students who receive an average score of 3.5 on all AP exams taken and scores of 3 or higher on five or more of these exams.

Current Students:

Javier Hernandez, New Tech Odessa  
Valerie Cervantes, Permian HS  
Angela Greer, Permian HS  
Nishi Handawela, Permian HS  
Gavin Hinojos, Permian HS  
Charlette Rose, Permian HS

**AP Scholars:** Student with scores of 3 or higher on three or more AP exams.

New Tech Odessa | AP Scholars (Photo)

Alexandra Crissinger  
Denize Dawn Majella Querikiol  
Shruthi Rajaprakash  
Kole Rivas  
Sarahi Rodriguez  
Aryssa Salazaar  
Esteban Zubia

Odessa HS | AP Scholars (Photo)

Andrew Brem  
Zefenaiyah Williams  
Ernesto Almance  
Nicomedes Carrasco  
Krystina Espino  
Luis Marin Garcia  
Rudy Salcido  
Ryan Sanchez  
Brylee Smithson  
Mia Valderaz  
Nancy Vargas

Permian HS | AP Scholars (Photo)

Ethan Burney	Ximena Rodriguez
Alan Boites	Jayden Bonilla
Hiram Brito	Barbara Cordero
Camila Cordova	Jimena Corrales
Serenity Galindo	Chloe Gray
Yaelin Herrera	Devin Martin
Alexander Mejia	Jilliam Mitcham
Miriam Moreno Saoui	Ronaldo Price
Emilio Ramos	Cristian Velasco
Dillon Wagner	Abigail Wells
Lillian Windham	

**27335** **Opening Remarks by Superintendent:** In opening remarks, Superintendent Dr. Keeley Boyer noted that Hispanic Heritage Month began yesterday, and that schools will be celebrating throughout the month. She also informed the board that the District currently has only 21 teacher vacancies remaining.

**27336** **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

## **Bond 2023**

**27337** **Bond 2023 Update**: Associate Superintendent of District Operations Dr. Anthony Sorola and Chief Financial Officer Albessa Chavez provided the Board of Trustees with an update on the progress of Bond 2023 projects.

### **Career & Technical Education Center:**

- Building pads are complete.
- Permits have been received from the City of Odessa.
- Foundation excavation has begun.

### **New Middle School – West Odessa:**

- Walls and roof are in place.
- Utility installation, electrical and plumbing work, and steel erection are ongoing.

### **Transition Learning Center:**

- The construction contract was approved by the school Board last month.
- Work is expected to begin within the next week.

### **Permian High School Auditorium:**

- Demolition is nearly complete.
- Concrete subcontractors are currently working in the drama theater.

### **Permian High School JROTC Facility:**

- Earthwork and pad leveling continue.
- Concrete pouring will begin soon.

### **Agricultural (Ag) Farm Facility:**

- The construction contract is up for school board approval tonight - Item 8-B

### **Transportation Facility:**

- Design work for upgrades is currently underway.

### **Roofing Projects:**

- The first project, at Bureson Early Education Center, is complete.
- Work is in progress at Fly, Travis, and Zavala elementary schools.

### **Technology Surveillance Project:**

- Installation is 50% complete.
- Over 2,000 cameras are being installed, with approximately six months remaining.

### **Fine Arts Instruments:**

- A total of 1,412 new instruments have been ordered.
- 1,312 have arrived, including 232 delivered since the beginning of August.

**Financial Update:**

- Over \$208 million (49% of bond funds) have been incurred through purchase orders for specific projects.
- Approximately 25% of the bond funds have already been spent.

No action required.

**27338** **Discussion of and Request for Approval Contract with Henthorn Commercial Construction to build the New Ag Farm Facility:** Moved by Woodall, seconded by Brown to approve the contract with Henthorn Commercial Construction to build the New Ag Farm Facility as presented. The cost of the construction is \$6,597,996.

Motion unanimously approved.

**27339** **Discussion of and Request for Approval of an A121 Standard Form of Master Agreement to be used in Job Order Contracting (JOC) for Priority 1 and 2 Renovations in the 2023 ECISD Bond Program:** Moved by Stanley, seconded by Thayer to approve an A121 Standard Form of Master Agreement to be used in Job Order Contracting (JOC) for Priority 1 and 2 Renovations in the 2023 ECISD Bond Program as presented.

Motion unanimously approved.

**Action Items**

**27340** **Discussion of and Request for Approval of Ordinance to Set 2025 Tax Rate for 2025-2026:** Moved by Brown, seconded by Woodall to approve the Ordinance to Set 2025 Tax Rate for 2025-2026 as presented. Trustees adopted a total tax rate of \$1.0048 for the 2025-26 school year. The adopted rate is slightly lower than the tax rate last year. A school district's tax rate is broken into two parts: Maintenance & Operations (M&O) which provides funding for day-to-day operations; and Interest & Sinking (I&S), also known as debt service, which provides the funding for debt (bond) payments. The total tax rate approved by the board breaks down as follows:

- \$ .7504 for M&O – this rate is lower than last year's rate of .7596
- \$ .2544 for I&S – this rate is the same as last year
- \$ 1.0048 total tax rate – this rate is lower than last year's rate of \$1.014

To note, based on property values in July 2025:

- The total tax rate is less than the prior year.
- The M&O tax rate is less than the prior year.
- The I&S tax rate is the same.
- The total tax rate is at or below the voter approval rate, and therefore, is less than the maximum tax rate allowed without a tax rate election.
- The M&O tax rate is at or below the voter approval tax rate.
- The I&S tax rate is at or below the allowable to cover bond costs.

- The decreased total tax rate exceeded the No New Revenue total tax rate of \$0.9532 calculated by the Ector County Appraisal District

The tax rate will effectively be raised by 5.4% and will raise taxes for Maintenance & Operations on a \$100,000 home by approximately \$15 for the year.

Motion unanimously approved.

**27341** **Discussion of and Request for Approval of Purchases over \$50,000**: Moved by Woodall, seconded by Stanley to approve the Purchases over \$50,000 as presented. The single item on this month's list is \$127,043 to Ace Mart Restaurant Supply Co. and Sam Tell and Son for new kitchen equipment.

Motion unanimously approved.

**27342** **Discussion of and Request for Approval of 2025-2026 Budget Amendment #2**: Moved by Brown, seconded by Stanley to approve 2025-2026 Budget Amendment #2 as presented.

Motion unanimously approved.

**27343** **Discussion of and Request for Approval of an Easement for Oncor Electric Delivery**: Moved by Abalos, seconded by Woodall to approve an Easement of Oncor Electric Delivery as presented. The easement, behind Buice Elementary, will help Oncor increase the electrical capacity to this area.

Motion unanimously approved.

**27344** **Discussion of and Request for Approval of the 2025-2026 ECISD Campus Improvement Plans**: Moved by Woodall, seconded by Thayer to approve the 2025-2026 ECISD Campus Improvement Plans (CIP) as presented. Each school, regardless of rating, is required to build a CIP annually. These plans serve as the blueprint for how each school will uniquely address campus-specific needs identified in their comprehensive needs assessment.

Motion unanimously approved.

**27345** **Consent Agenda**: Moved by Stanley, seconded by Woodall to approve Consent Agenda as presented.

**Please Note:** Item 10.K was brought back from the June 17, 2025, Regular Board Meeting Consent Agenda for reapproval to formally record the name of the Alternate Approver for the Superintendent, Samantha Sotelo for the submission to the Texas Education Agency (TEA), and for documentation in the official meeting minutes.

- A. Request for Approval of Minutes of Meetings
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Acceptance of Donations Over \$10,000

- D. Request for Approval of Extracurricular Status of 4-H Organization Resolution and Adjunct Staff Members
- E. Request for Approval of New Tech Odessa SkillsUSA Student Out-of-State Travel to Washington, D.C.
- F. Request for Approval of Permian High School Choir Student Out-of-State Travel to Orlando, FL
- G. Request for Approval of Permian High School Orchestra Student Out-of-State Travel to Orlando, FL
- H. Request for Approval of Memorandum of Understanding between Ector County ISD and Greater Opportunities of the Permian Basin (GOPB), Inc. Head Start School Readiness Academy – Children with Disabilities
- I. Request for Approval of Memorandum of Understanding between Ector County ISD and Greater Opportunities of the Permian Basin (GOPB), Inc. Head Start School Readiness Academy – Parent Power Program
- J. Request for Approval of Memorandum of Understanding between Ector County ISD and Greater Opportunities of the Permian Basin (GOPB), Inc. Head Start School Readiness Academy – Transition
- K. Reapproval of Texas Education Agency (TEA) Alternate Approver for Superintendent, to Document Name of Alternate Approver in Minutes

Motion unanimously approved.

**27346** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District; or hear a complaint or charge against an officer or employee.] Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

There was no closed session.

**27347** **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchases Over \$50,000 Informational Report, and Routine Personnel Report.

**27348** **Closing Remarks by Superintendent:** There were no closing remarks.

**27349** **Adjournment:** Board President Tammy Hawkins adjourned the Board meeting at 7:16 p.m.

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**Board President**  
*Tammy Hawkins*

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**Board Secretary**  
*Robert Thayer*



## **REQUEST FOR APPROVAL OF BILLS FOR PAYMENT**

Attached you will find a list of disbursements for the previous month for your approval.

TO: BOARD OF TRUSTEES  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 9/4/2025 to 10/8/2025

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 38,296,161.09

**ECTOR COUNTY ISD  
CHECK REGISTER  
09/04/2025 - 10/08/2025**

<b>DATE</b>	<b>PAYEE</b>	<b>AMOUNT</b>
9/10	ALL ABOARD AMERICA!	\$ 28,270.84
9/10	AMERIPRIDE SERVICES INC.	532.79
9/10	B-LINE FILTER & SUPPLY INC	2,790.00
9/10	BUCK'S WHEEL & EQUIPMENT COMPANY	3,056.49
9/10	CDW-G	358,127.01
9/10	CENTERS FOR CHILDREN & FAMILIES	2,250.00
9/10	AUTOMATIC ICE MACHINE	259.00
9/10	COMPUDATA SOLUTIONS LLC	1,505.00
9/10	COOLE SCHOOL	5,253.00
9/10	CULLIGAN WATER CONDITIONING OF WEST TEXAS	1,464.17
9/10	DRAMATIC PUBLISHING	265.85
9/10	FIRETROL PROTECTION SYSTEMS INC	8,082.00
9/10	INTERNATIONAL BACCALAUREATE ORGANIZATION	12,790.00
9/10	J W PEPPER & SON INC	1,536.73
9/10	LAKESHORE LEARNING MATERIALS	87.12
9/10	LAWSON PRODUCTS INC	39.25
9/10	MARK'S PLUMBING PARTS	5,731.64
9/10	MIDLAND SAFETY & HEALTH SALES	295.00
9/10	MSC INDUSTRIAL SUPPLY CO.	122.56
9/10	O'REILLY AUTO ENTERPRISES LLC	1,406.43
9/10	ORIENTAL TRADING COMPANY INC	215.93
9/10	PIONEER DRAMA SERVICE	588.00
9/10	REGION 13 EDUCATION SERVICE CENTER	840.00
9/10	SCHOOL DATEBOOKS INC	1,122.98
9/10	SCHOOL OUTFITTERS LLC	2,394.70
9/10	MORRIS PRINTING GROUP INC	560.00
9/10	SECURED DOCUMENT SHREDDING INC	38.13
9/10	SHERWIN WILLIAMS	1,425.59
9/10	TEXAS ART EDUCATION ASSOCIATION (TAEA)	1,432.00
9/10	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	295.00
9/10	THE BOSWORTH LTD	33,406.31
9/10	TRANE U.S. INC.	561.61
9/10	ULINE INC.	519.59
9/10	BROADWAY MOTOR INC	3,928.38
9/10	NAPA AUTO PARTS	58.82
9/10	NAPA AUTO PARTS	847.35
9/10	STONE TOWER GRAFIX	2,493.60
9/10	STONE TOWER GRAFIX	1,334.88
9/10	ROSETTA STONE LTD.	3,500.00
9/10	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,402.19
9/10	WEST TEXAS FILTERS INC	10,435.32
9/10	SCHOOL SPECIALTY LLC 241	2,802.21
9/10	ODP BUSINESS SOLUTIONS LLC	1,133.84

9/17	ALERT SERVICES INC	819.00
9/17	AMERIPRIDE SERVICES INC.	519.47
9/17	BUCK'S WHEEL & EQUIPMENT COMPANY	488.70
9/17	CDW-G	80,175.06
9/17	COMPUDATA SOLUTIONS LLC	117.98
9/17	CULLIGAN WATER CONDITIONING OF WEST TEXAS	267.50
9/17	NO TEARS LEARNING INC.	1,650.00
9/17	HENRY SCHEIN INC	154.89
9/17	J W PEPPER & SON INC	2,101.30
9/17	LAKESHORE LEARNING MATERIALS	1,939.13
9/17	LOU'S CLINICAL LAB INC	2,964.00
9/17	MSC INDUSTRIAL SUPPLY CO.	1,256.54
9/17	NIMCO INC	28.07
9/17	AIM MEDIA TEXAS OPERATING LLC	83.88
9/17	AIM MEDIA TEXAS OPERATING LLC	845.15
9/17	O'REILLY AUTO ENTERPRISES LLC	716.00
9/17	SCHOOL NURSE SUPPLY INC	1,493.51
9/17	SCHOOL OUTFITTERS LLC	7,799.52
9/17	SECURED DOCUMENT SHREDDING INC	47.41
9/17	TEXAS ART EDUCATION ASSOCIATION (TAEA)	84.00
9/17	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	155.00
9/17	TEXAS CHRISTIAN UNIVERSITY	1,000.00
9/17	TRANE U.S. INC.	1,763.83
9/17	BROADWAY MOTOR INC	1,654.80
9/17	NAPA AUTO PARTS	16.65
9/17	NAPA AUTO PARTS	1,242.07
9/17	BARNES & NOBLE INC.	1,818.60
9/17	N J MALIN & ASSOCIATES LLC	710.00
9/17	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,367.71
9/17	WEST TEXAS FILTERS INC	13,557.69
9/17	BEST CHOICE COFFEE SERVICES LLC	268.26
9/17	BEST CHOICE COFFEE SERVICES LLC	660.51
9/17	PARTS TOWN, LLC	84.32
9/17	SCHOOL SPECIALTY LLC	4,846.88
9/17	ODP BUSINESS SOLUTIONS LLC	1,099.12
9/19	THE BOSWORTH LTD	14,510.33
9/24	AMERIPRIDE SERVICES INC.	518.00
9/24	BUCK'S WHEEL & EQUIPMENT COMPANY	1,561.58
9/24	CDW-G	76,023.90
9/24	COMPUDATA SOLUTIONS LLC	117.58
9/24	DIAMOND BUSINESS SERVICES INC	4,511.40
9/24	FLINN SCIENTIFIC INC	138.90
9/24	NO TEARS LEARNING INC.	907.50
9/24	INTERNATIONAL BACCALAUREATE ORGANIZATION	3,150.00
9/24	J W PEPPER & SON INC	1,205.27
9/24	LAWSON PRODUCTS INC	56.25
9/24	O'REILLY AUTO ENTERPRISES LLC	903.30
9/24	POSITIVE PROMOTIONS	668.44
9/24	MORRIS PRINTING GROUP INC	866.20

9/24	SECURED DOCUMENT SHREDDING INC	2,627.61
9/24	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	220.00
9/24	THE BOSWORTH LTD	46,773.25
9/24	THERMO FLUIDS INC	587.72
9/24	TRANE U.S. INC.	2,159.98
9/24	WEST MUSIC CO	197.47
9/24	NAPA AUTO PARTS	554.83
9/24	NAPA AUTO PARTS	829.49
9/24	BARNES & NOBLE INC.	4,874.30
9/24	MULTICARE PLUS	375.00
9/24	TRANSMISSION SERVICE & SUPPLY INC	1,452.18
9/24	DATA RECOGNITION COPORATION	10,100.00
9/24	N J MALIN & ASSOCIATES LLC	112.00
9/24	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,484.12
9/24	BEST CHOICE RESTAURANTS LLC	180.00
9/24	WEST TEXAS FILTERS INC	2,479.05
9/24	BEST CHOICE COFFEE SERVICES LLC	220.72
9/24	PARTS TOWN, LLC	340.07
9/24	SCHOOL SPECIALTY LLC	576.16
10/1	ALL ABOARD AMERICA!	34,210.64
10/1	AMERIPRIDE SERVICES INC.	518.00
10/1	BSN SPORTS, INC DBA US GAMES	2,587.68
10/1	BUCK'S WHEEL & EQUIPMENT COMPANY	1,938.14
10/1	CDW-G	67,081.09
10/1	AUTOMATIC ICE MACHINE	1,318.74
10/1	GLOBAL EQUIP CO	4,883.38
10/1	NO TEARS LEARNING INC.	4,714.75
10/1	HENRY SCHEIN INC	1,758.05
10/1	INDECO SALES INC	24,106.74
10/1	J W PEPPER & SON INC	636.01
10/1	LAKESHORE LEARNING MATERIALS	3,452.65
10/1	LAWSON PRODUCTS INC	40.75
10/1	MSC INDUSTRIAL SUPPLY CO.	1,356.36
10/1	NATIONAL STAFF DEVELOPMENT	190.00
10/1	O'REILLY AUTO ENTERPRISES LLC	2,150.78
10/1	ORIENTAL TRADING COMPANY INC	444.85
10/1	REGION 13 EDUCATION SERVICE CENTER	13,900.00
10/1	SCHOOL OUTFITTERS LLC	22,695.12
10/1	SECURED DOCUMENT SHREDDING INC	38.13
10/1	SHERWIN WILLIAMS	405.25
10/1	SOUTHPAW ENTERPRISES	255.36
10/1	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	775.00
10/1	THE BOSWORTH LTD	60,725.01
10/1	TRANE U.S. INC.	2,226.86
10/1	WEST MUSIC CO	1,651.48
10/1	BROADWAY MOTOR INC	699.26
10/1	NAPA AUTO PARTS	99.23
10/1	NAPA AUTO PARTS	240.10
10/1	CONTINENTAL WIRELESS INC.	3,814.10

10/1	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,306.88
10/1	CHAMPION TRUCK & TRAILER INC	21,000.00
10/1	WEST TEXAS FILTERS INC	3,372.58
10/1	GATEWAY EDUCATION HOLDINGS LLC	393,927.00
10/1	BEST CHOICE COFFEE SERVICES LLC	244.30
10/1	SCHOOL SPECIALTY LLC	4,100.78
10/8	ALL ABOARD AMERICA!	4,831.68
10/8	AMERIPRIDE SERVICES INC.	520.76
10/8	AVID CENTER	1,640.00
10/8	B-LINE FILTER & SUPPLY INC	715.39
10/8	BUCK'S WHEEL & EQUIPMENT COMPANY	1,088.69
10/8	CDW-G	184,066.59
10/8	CENTERS FOR CHILDREN & FAMILIES	2,250.00
10/8	AUTOMATIC ICE MACHINE	2,540.00
10/8	CULLIGAN WATER CONDITIONING OF WEST TEXAS	1,593.21
10/8	DIAMOND BUSINESS SERVICES INC	2,022.49
10/8	THE GOODHEART-WILLCOX COMPANY INC	14,400.00
10/8	NO TEARS LEARNING INC.	2,543.20
10/8	HYDROTEX PARTNERS LTD	17,740.29
10/8	IXL LEARNING	7,968.75
10/8	J W PEPPER & SON INC	453.93
10/8	LAKESHORE LEARNING MATERIALS	4,554.30
10/8	NATIONAL ASSOCIATION OF SECONDARY	385.00
10/8	ODESSA WINLECTRIC	10,200.00
10/8	O'REILLY AUTO ENTERPRISES LLC	929.06
10/8	PLAYSCRIPTS INC.	233.64
10/8	SCHOOL DATEBOOKS INC	1,840.92
10/8	TEXAS ASSOCIATION OF SCHOOL	610.00
10/8	PARK PLACE PUBLICATION LP	500.00
10/8	THE BOSWORTH LTD	30,560.00
10/8	WEST MUSIC CO	213.58
10/8	BROADWAY MOTOR INC	514.08
10/8	NAPA AUTO PARTS	652.00
10/8	NAPA AUTO PARTS	2,999.98
10/8	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,489.73
10/8	THE LINCOLN ELECTRIC COMPANY	10,980.55
10/8	TOWN SQUARE PUBLICATIONS LLC	1,590.00
10/8	ESTRELLITA INC.	1,833.14
10/8	EDUCATIONAL THEATRE ASSOCIATION	145.00
10/8	WEST TEXAS FILTERS INC	8,658.84
10/8	GATEWAY EDUCATION HOLDINGS LLC	636,717.69
10/8	BEST CHOICE COFFEE SERVICES LLC	120.77
10/8	SCHOOL SPECIALTY LLC	10,144.80
10/8	AGIREPAIR INC	18,500.00
9/10	7 MINDSETS ACADEMY LLC	52,000.00
9/10	AGE OF LEARNING, INC.	225,000.00
9/10	AIRGAS USA LLC	3,732.58
9/10	ALBERT J VALENCIA	181.79
9/10	ALEX BOOTS LLC	954.00

9/10	ALLEN TEINERT CONSTRUCTION	3,944,336.37
9/10	AMAZON CAPITAL SERVICES	75,328.64
9/10	AMAZON CAPITAL SERVICES	1,286.37
9/10	AMBER ALLEN	68.00
9/10	ANGELA JOHNSON	47.39
9/10	ANNIE ARREDONDO	11.06
9/10	APPLE, INC	10,990.00
9/10	APRIL HORTON	102.41
9/10	ASHLEY M DUNN	50.89
9/10	AT&T	132.66
9/10	AT&T	76.51
9/10	AT&T	1,819.96
9/10	ATHLETIC SUPPLY INC	14,004.00
9/10	BEVCAP MANAGEMENT LLC	109,979.03
9/10	BIG BEND TELECOM LTD	4,902.52
9/10	BILLIE GAMBOA	83.23
9/10	BIMBO BAKERIES USA	19,584.95
9/10	BLAKE MCDONALD	31.50
9/10	BLANCA LUJAN	15.12
9/10	DICK BLICK COMPANY	4,699.31
9/10	BOND LOGISTIX LLC	7,000.00
9/10	BRAKES AND WHEELS INC./ GORDO BROS	198.48
9/10	BRITTANY SWAIM	14.49
9/10	BROOKWOOD FARMS, INC.	7,072.00
9/10	CABLE ONE, INC.	1,465.00
9/10	CABLE ONE, INC.	996.99
9/10	CAITLIN COUCH	51.24
9/10	CALPINE CORPORATION	184,476.40
9/10	CASHWAY WEST, INC.	26.73
9/10	CHANTAL HERNANDEZ	23.38
9/10	CHARTER WASTE INC.	81.17
9/10	CHRISTINA ACOSTA	360.00
9/10	CHRISTINA SIFUENTEZ	54.32
9/10	CIRCLE P RANCH SUPPLY INC	117.02
9/10	CITY OF ODESSA WATER DEPT	190,524.85
9/10	CLASS A PRODUCT LLC	5,926.86
9/10	CLAUDIA GRANADOS	32.83
9/10	CODY GULLETT	138.46
9/10	CORINA TARANGO	26.39
9/10	CORRAL ENVIRONMENTAL CONSULTING LLC	10,755.00
9/10	CORRAL ENVIRONMENTAL CONSULTING LLC	10,030.00
9/10	CREATIVE EMPIRE LLC	6,000.00
9/10	CURRICULUM ASSOCIATES INC	558,518.00
9/10	CUSTOM WHOLESALE SUPPLY INC	3,372.00
9/10	DANA SAFETY SUPPLY	57,765.27
9/10	DANIEL BUSTAMANTE	154.00
9/10	DAVID PAUL COOK	187.04
9/10	DAXWELL	4,177.60
9/10	DEANNA MCBRIDE	72.87

9/10	DIADEM SPORTS LLC	275.00
9/10	DIANE WAGGONER	576.60
9/10	DOMTECH ELECTRICAL AND CONTROLS LLC	7,123.00
9/10	DS WATERS OF AMERICA INC	55.80
9/10	DUSTIN R GREENLEE	276.00
9/10	E-CONTROL SYSTEMS, INC.	2,052.00
9/10	ECTOR COUNTY APPRAISAL DIST	578,863.75
9/10	EDVANTAGE STRATEGY GROUP INC	10,000.00
9/10	EFREN ZUNIGA	37.24
9/10	ELSA LAZCANO	100.73
9/10	ELUMA LLC	90,171.38
9/10	EMANUEL BADILLO ROQUE	735.32
9/10	EMERGENT TREE EDUCATION INC	15,630.00
9/10	EMPIRE PAPER CO	6,437.82
9/10	ERIK HARTMAN	51.75
9/10	ERIKA NATIVIDAD	60.83
9/10	EXALANDER S MAGALLAN	138.00
9/10	EXPLOROS INC	79,347.00
9/10	FIDENCIA GUTIERREZ	16.80
9/10	FIRST FINANCIAL ADMINISTRATORS	1,023.40
9/10	FIRST FINANCIAL ADMINISTRATORS	2,273.90
9/10	FOLLETT CONTENT SOLUTIONS LLC	363.03
9/10	G H DAIRY	26,143.23
9/10	GABRIELLA HOLGUIN	26.81
9/10	GALLAGHER CONSTRUCTION COMPANY LP	523,126.00
9/10	GAME COURT SERVICES	6,790.00
9/10	GAME COURT SERVICES	6,340.00
9/10	G & G INVESTMENTS INC	2,133.28
9/10	GARDENDALE WATER CO	35.00
9/10	GOODMAN FOOD PRODUCTS	16,684.92
9/10	GOPHER SPORT	645.10
9/10	GRAINGER	3,447.06
9/10	GEORGE CROSS	3,255.00
9/10	GREENWOOD PUBLISHING GROUP LLC	634,338.86
9/10	HECTOR LIMON	520.00
9/10	HILBERTO OCHOA	138.00
9/10	HILLER PRINTING	387.00
9/10	IDALETH TAVAREZ	350.00
9/10	IMPERIAL BAG & PAPER COMPANY LLC	12,836.47
9/10	INTEGRAL MATHEMATICS INC	2,921.00
9/10	INTERBORO PACKAGING CORP.	2,232.72
9/10	J HIGGINS LTD INC	180.00
9/10	JACLYN THOMAS	71.68
9/10	JASMIN BELSOM-TORRES	300.00
9/10	JAVIER RUIZ	766.72
9/10	JEFF DANIELS	306.00
9/10	JOSE ISACC CARILLO CONTRERAS	2,870.00
9/10	JOSE RAPHAEL MASONSONG	119.70
9/10	JOSEPHINE CONTRERAS	48.09

9/10	JUANA GAYTAN	34.79
9/10	JUANA HERNANDEZ	51.45
9/10	JUANITA OCON	15.82
9/10	JUMBURRITO	688.35
9/10	KESLER SCIENCE LLC	698.00
9/10	LABATT FOOD SERVICE	84,518.29
9/10	LAURA SCHEILE	306.00
9/10	LEASE SERVICING CENTER INC	23,334.60
9/10	LISA DONAHO	72.66
9/10	LUIS ROSAS NUNEZ	290.00
9/10	LVR COMMERICAL FLOORING	16,782.06
9/10	MA HERNANDEZ REYES	40.25
9/10	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	32,456.05
9/10	MARGARET EDWARDS	39.20
9/10	MARGARITA CORRAL	13.16
9/10	MARK JOSHUA G.STODOMINGO	366.94
9/10	MELISSA COOPER	33.46
9/10	MICA LEIGH GOBER	1,387.50
9/10	MICHAEL HAWLEY	839.05
9/10	MICHELLE MADRID	112.98
9/10	MID-TEX OF MIDLAND INC	34,824.00
9/10	MIGHTY WASH OPERATIONS LLC	1,050.00
9/10	MIKE SYVERSON	220.00
9/10	MIREIDA F VELAZCO	87.85
9/10	MIRIAM VALLECILLO	109.20
9/10	MOBILE COMMUNICATION AMERICA INC	11.00
9/10	MOTOROLA SOLUTIONS, INC.	19,018.35
9/10	MSB SCHOOL SERVICES LLC	157.15
9/10	N-TUNE MUSIC & SOUND INC	102,980.00
9/10	NASTASIA CORRALES	72.00
9/10	NAYELI MARTINEZ	67.62
9/10	NAYELI OLIVAREZ	125.86
9/10	NCS PEARSON INC	6,144.00
9/10	NETSYNC NETWORK SOLUTIONS	60,227.00
9/10	NEW TECH NETWORK INC	25,496.00
9/10	NIMBUS DRINKING WATER SYSTEMS LTD	923.00
9/10	NOHEMI YBARRA	73.08
9/10	NOTABLE INC	55,897.29
9/10	ODESSA CHAMBER OF COMMERCE	500.00
9/10	ODESSA COLLEGE	3,398.00
9/10	ODESSA COLLEGE	11,155.00
9/10	ODESSA COLLEGE	10,970.00
9/10	ODESSA COUNCIL FOR ARTS & HUMANITIES	350.00
9/10	ODESSA FAMILY YMCA	76,663.00
9/10	SEWCO INC	10,579.87
9/10	OLIVIA PORRAS	129.15
9/10	AMANDA LARES	45.00
9/10	OUR LADY OF THE LAKE UNIVERSITY	600.00
9/10	SHEREE COONER	30.00

9/10	SOPHIA OLIVAREZ	256.00
9/10	PATHWAYZ COMMUNICATIONS INC	5,377.21
9/10	PBK ARCHITECTS, INC	45,531.02
9/10	PBK ARCHITECTS, INC	1,534.61
9/10	PERLA QUINTANA	117.53
9/10	PSI JF PETROLEUM GROUP	430.00
9/10	PETROPLEX OFFICE SUPPLY, INC.	722.19
9/10	PIRAINO CONSULTING, INC	425.00
9/10	PLASCO ID HOLDING LLC	9,048.83
9/10	PRECISION BUSINESS MACHINES INC	1,821.05
9/10	PROJECT LEAD THE WAY INC	2,400.00
9/10	R3 2022 HOSPITALITY CORP	1,583.97
9/10	RACHEL GALVAN	73.01
9/10	RAY DOMINGUEZ	70.63
9/10	REGION 18 EDUCATION SERVICE CENTER	800.00
9/10	REGION 20 EDUCATION SERVICE CENTER	140.00
9/10	RHONDA LONG	84.56
9/10	RICHARD A. ONTIVEROZ	369.61
9/10	RICO B ENRIQUEZ	38.98
9/10	ROBBIE ALLMON	600.00
9/10	RONALD PROMESSE	300.00
9/10	ROSA HERNANDEZ	21.56
9/10	ROSAS CAFE & TORTILLA FACTORY LTD	543.00
9/10	ROSS JOHN LARA	114.10
9/10	ROUND ROCK INDEPENDENT SCHOOL DISTRICT	150.00
9/10	RUBEN GARCIA	98.98
9/10	SCARBOROUGH SPECIALTIES, INC	1,058.74
9/10	SCOTT WALKER	270.83
9/10	THE SEWELL FAMILY OF COMPANIES INC	108,934.00
9/10	SIMS PLASTIC INC	293.15
9/10	SIRIUS EDUCATION SOLUTIONS LLC	90,753.00
9/10	SONIA ROCHA	172.13
9/10	STACEY J NUNEZ	238.00
9/10	STEMARCO DESIGN LLC	303.48
9/10	STEPHEN TROUB	500.00
9/10	STEPHEN TROUB	350.00
9/10	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
9/10	SYSCO USA, INC	19,154.02
9/10	TERESA MOLINAR	21.63
9/10	TERRACON CONSULTANTS INC	46,952.92
9/10	TEXAS ASSOCIATION OF SCHOOL BOARDS	180.00
9/10	TASB, INC	50.00
9/10	TEXAS DEPARTMENT OF PUBLIC SAFETY	330.00
9/10	TEXAS EXCAVATION SAFETY SYSTEM, INC.	12.65
9/10	TEXAS INTERNATIONAL BACCALAUREATE SCHOOLS	600.00
9/10	TEXAS LIFE INSURANCE CO	128,444.53
9/10	TEXAS SCHOOL ALLIANCE	20,900.00
9/10	THE MCCRELESS COMPANY	2,664.65
9/10	SCRIPPS NATIONAL SPELLING BEE INC	188.50

9/10	TPR EDUCATION LLC	14,400.00
9/10	TRACI AVILA	55.65
9/10	TRANSFINDER CORPORATION	29,695.00
9/10	TRISTAN CROWDER	44.52
9/10	TRUE NORTH CONSULTING GROUP LLC	34,993.40
9/10	TYLER THOMPSON	300.00
9/10	UNITED REFRIGERATION	779.66
9/10	UNITED REFRIGERATION	343.75
9/10	THE UNIVERSITY OF TEXAS AT AUSTIN	395.00
9/10	UNIVERSITY OF TX-PERMIAN BASIN	1,000.00
9/10	VERONICA ARMENDARIZ	29.96
9/10	VITAL SIGNS DOT DESIGN LLC	35.38
9/10	WALLACE PACKAGING LLC	4,718.00
9/10	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	6,043.00
9/10	RANCH SUPPLY OF ODESSA	32.50
9/10	YOLANDA MARTINEZ	37.31
9/10	YVONNE FRANCO	16.87
9/11	PETTY CASH	748.00
9/17	7 MINDSETS ACADEMY LLC	28,000.00
9/17	ACCELERATION ACADEMIES	30,899.00
9/17	AIDE GARCIA	95.20
9/17	ALICIA LIPPMAN	16.80
9/17	ALLEN TEINERT CONSTRUCTION	733,261.96
9/17	AMANDA PADILLA	29.26
9/17	AMANDA PARSONS	113.68
9/17	AMAZON CAPITAL SERVICES	63,356.79
9/17	AMAZON CAPITAL SERVICES	360.29
9/17	AMPLIFY EDUCATION INC	5,000.00
9/17	ANGELA AGUIRRE	49.49
9/17	ANNA SALINAS	32.76
9/17	ANNIE NELSON	183.54
9/17	ANTHONY GARCIA	255.00
9/17	ANTHONY SCOTT	65.38
9/17	ARA OF ODESSA	220.00
9/17	ARC NETWORK HODLINGS CORP	4,743.75
9/17	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES,	105,256.00
9/17	ASHLEY ROJO	170.31
9/17	ATHLETIC SUPPLY INC	17,816.66
9/17	ATMOS ENERGY	9,900.09
9/17	BECKY QUIROZ	218.75
9/17	BIMBO BAKERIES USA	4,019.33
9/17	BLUE STAR BUS SALES LTD	609.60
9/17	BRAUN BEEF & CO INC	8,890.88
9/17	BRIANNA GARCIA	4.90
9/17	CALPINE CORPORATION	152,653.06
9/17	CALPINE CORPORATION	170.10
9/17	CARDIO PARTNERS INC	7,320.00
9/17	CASHWAY WEST, INC.	37.74
9/17	CHARLES OLIVIER	1,000.00

9/17	CHERYL HINESLY	24.15
9/17	CHRISTINA ACOSTA	1,509.00
9/17	CHRISTY KENNEDY	91.49
9/17	CITY OF ODESSA	9,333.34
9/17	CLEARBROOK FARMS INC	28,224.00
9/17	CLINT STOWE	97.58
9/17	CROSSROADS FELLOWSHIP GLOBAL, INC.	8,750.00
9/17	CRYSTAL KIDD	62.90
9/17	CUSTOM WHOLESALE SUPPLY INC	333.33
9/17	DANIEL WARD	770.00
9/17	DELESA STYLES	104.00
9/17	DIADEM SPORTS LLC	195.27
9/17	DORIANA WAUGH	4.13
9/17	ECTOR COUNTY UTILITY DISTRICT	13,936.07
9/17	EDUPHORIA INCORPORATED	303,480.00
9/17	EDUPROJECT ELL LLC	103,491.36
9/17	EICHELBAUM WARDELL HANSEN POWELL & MUNOZ P	5,000.00
9/17	ELISEO GOMEZ	14.00
9/17	EMANUEL BADILLO ROQUE	1,394.25
9/17	EMBRACE SOFTWARE INC	5,220.00
9/17	ERIK HARTMAN	194.38
9/17	EVA FRANKS	41.16
9/17	EVELINA QUINONEZ	40.46
9/17	FIRST FINANCIAL ADMINISTRATORS	45,057.48
9/17	FRANCESCA FLORANCE	37.31
9/17	FRONTLINE TECHNOLOGIES GROUP LLC	19,930.50
9/17	G H DAIRY	25,952.22
9/17	GALLAGHER CONSTRUCTION COMPANY LP	36,000.00
9/17	GARY CUNNINGHAM	120.75
9/17	GERARDO JIMENEZ	550.00
9/17	GOPHER SPORT	1,507.82
9/17	GOT TO SPECIALTIES LLC	1,976.00
9/17	GRAINGER	2,547.05
9/17	GRANDE COMMUNICATIONS NETWORK LLC	1,626.71
9/17	HEIDI L HELFERICH	37.73
9/17	HELLAS CONSTRUCTION INC	806,495.29
9/17	HENTHORN COMMERCIAL CONSTRUCTION LLC	221,644.50
9/17	HUBERT COMPANY	129.15
9/17	HUMBERTO HERNANDEZ JR	14,314.34
9/17	HURT EXTERMINATING	38,293.33
9/17	RITCHIE VINCENT INC	580.00
9/17	IMAGINE LEARNING LLC	344,575.00
9/17	IMPERIAL BAG & PAPER COMPANY LLC	47,058.00
9/17	INSOURCE INSURANCE GROUP, LLC	71.57
9/17	JACE SCHREIBER	131.74
9/17	JACKSON VINES	600.00
9/17	JAMI LYN GATEWOOD	72.24
9/17	JAYNE TILLERY	33.67
9/17	INDUSTRIAL IGNITION LLC	500.00

9/17	JENNIFER MEILE	51.80
9/17	JOSEPH KANYIKE	850.00
9/17	JULIA CARRASCO	60.69
9/17	JULIA KELTON	38.92
9/17	JULIE SORUM	301.98
9/17	JUNE ABIGAIL ARANZAMENDEZ	795.00
9/17	KANDIS SNOWDEN	81.41
9/17	KARINA CARRILLO	19.46
9/17	KELLIE THOMAS	18.83
9/17	KIMBERLY CARRASCO	63.07
9/17	KRISTI EICHER	122.01
9/17	KRONOS INC.	8,580.00
9/17	LABATT FOOD SERVICE	70,723.91
9/17	UIL DISTRICT 2-6A	17,500.00
9/17	LAKRISHA RODRIGUEZ	10.92
9/17	LAURA CAROLINA GARCIA SMIT	12.60
9/17	LESLIE HANKINS	10.92
9/17	LONE STAR LEARNING	191,958.00
9/17	LORENZO R MASONSONG	22.61
9/17	LVR COMMERICAL FLOORING	11,823.62
9/17	MABEL MORALES	18.90
9/17	MAHIRA SALINAS	62.37
9/17	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	16,416.62
9/17	MARIA ALEJANDRA CACERES MARTINEZ	52.29
9/17	MARIA HERNANDEZ	30.00
9/17	MARIA ZUBIATE	56.91
9/17	MAYRA R ALVAREZ	42.21
9/17	MELISSA QUINTELA	7.70
9/17	MICHAEL JOE WILLIAMSON	72.59
9/17	MICHAEL SIMPSON	24.01
9/17	MISTY HINER	29.47
9/17	MSB SCHOOL SERVICES LLC	2.84
9/17	N-TUNE MUSIC & SOUND INC	349,370.50
9/17	NATALIE GUARA	51.31
9/17	NIMBUS DRINKING WATER SYSTEMS LTD	27.00
9/17	ODESSA COLLEGE	2,423.40
9/17	SEWCO INC	1,743.99
9/17	SEWCO INC	10.28
9/17	CHRIS HECHT	30.00
9/17	PARKHILL, SMITH & COOPER, INC.	38,457.71
9/17	PATRICIA LOGAN	143.85
9/17	PATRICIA LOGAN	75.00
9/17	PBK ARCHITECTS, INC	170,385.37
9/17	PETROPLEX OFFICE SUPPLY, INC.	21,349.70
9/17	RICHARD VAN PELT	22.61
9/17	RIGO NUNEZ	19.60
9/17	RILEY COFFMAN	255.15
9/17	ROCIO DAVILA	90.30
9/17	RODRIGUEZ DRYWALL & PAINT CO	170,000.00

9/17	RONALD PROMESSE	360.00
9/17	SAFEBUILT TEXAS LLC	16,972.42
9/17	SALLY POOL	192.50
9/17	SARAH R AGUIRRE	37.73
9/17	SARAH RODRIQUEZ	143.29
9/17	SCARBOROUGH SPECIALTIES, INC	220.03
9/17	SHANNA MOORE	57.01
9/17	SHANNON CRISWELL	10.78
9/17	SHELBYE HILL	500.00
9/17	SIMS PLASTIC INC	1,875.68
9/17	SIRIA DUTCHOVER	25.55
9/17	STAR TECH GROUP	120,000.00
9/17	STEMARCO DESIGN LLC	1,051.91
9/17	SYSCO USA, INC	3,958.40
9/17	FRANK E GOMEZ	2,400.00
9/17	TEXAS BOOK COMPANY	1,602.40
9/17	TEACHERS FIRST LLC	57,520.00
9/17	TERACIA JERNIGAN	325.00
9/17	TERRACON CONSULTANTS INC	4,234.46
9/17	TEXAS ASSOCIATION FOR THE GIFTED & TALENTED	80.00
9/17	TEXAS HIGH SCHOOL POWERLIFTING	75.00
9/17	TEXAS HIGH SCHOOL WOMENS POWERLIFTING ASSOC	100.00
9/17	THE MCCRELESS COMPANY	108.06
9/17	TIM GILLEY	43.05
9/17	TRACEY BORCHARDT	516.60
9/17	TRINIDAD DOMINGUEZ	155.00
9/17	TYLER THOMPSON	360.00
9/17	TYSON PREPARED FOOD, INC.	69,237.02
9/17	UNIVERSAL MELODY SERVICES LLC	66,370.00
9/17	UNIVERSE TECHNICAL TRANSLATION INC	351.21
9/17	UNIVERSITY OF NORTH TEXAS	1,000.00
9/17	THE UNIVERSITY OF TEXAS AT AUSTIN	9,500.00
9/17	UTPB	40,000.00
9/17	VALERIE HELITON	84.35
9/17	VERIZON WIRELESS SERVICES LLC	965.25
9/17	VERIZON WIRELESS SERVICES LLC	2,647.54
9/17	VICTORIA NORENA	33.11
9/17	VIKTORIA R HENDERSON	72.66
9/17	WHITLEY PENN LLP	47,755.00
9/17	WILLIAM KENT MCCORD	83.37
9/17	ZAPOPAN BUSINESS GROUP LLC	984.40
9/17	YOLANDA FRAIRE	118.02
9/17	ZACHARIAH ORTO	1,444.85
9/19	WARREN POWER & MACHINERY	1,675.61
9/24	304 HOTEL OPERATING LLC	2,782.50
9/24	512 TERPS LLC	170.00
9/24	ADVANCE STORES COMPANY , INC.	276.00
9/24	ALLEN TEINERT CONSTRUCTION <sup>252</sup>	3,600,089.05
9/24	ALLEN TEINERT CONSTRUCTION	4,775,504.36

9/24	ALLEN TEINERT CONSTRUCTION	1,650,084.69
9/24	ALLEN TEINERT CONSTRUCTION	463,500.32
9/24	ALLEN TEINERT CONSTRUCTION	109,228.64
9/24	ALYSSA DEUTSCH	211.68
9/24	AMANDA VESELY	59.43
9/24	AMAZON CAPITAL SERVICES	73,317.81
9/24	AMAZON CAPITAL SERVICES	4,737.32
9/24	AMBER ALLEN	68.00
9/24	AMY JONES	20.30
9/24	ANGELICA MORENO	265.66
9/24	ANNIE ARREDONDO	27.16
9/24	ASHLI SATTERWHITE	52.57
9/24	AT&T	9,779.33
9/24	AT&T LONG DISTANCE	48.24
9/24	ATHLETIC SUPPLY INC	2,367.00
9/24	AUDIO ACOUSTICS HEARING CENTERS	550.00
9/24	BIMBO BAKERIES USA	4,847.23
9/24	BLUE STAR BUS SALES LTD	1,319.67
9/24	BLUE STAR BUS SALES LTD	155,973.90
9/24	BRAUN BEEF & CO INC	16,427.52
9/24	CAROLINA BIOLOGICAL SUPPLY CO	566.87
9/24	CHARLES AND LEZIEE CHURCHFIELD	36,337.84
9/24	NBCEC INC	322.75
9/24	CIRCLE P RANCH SUPPLY INC	539.97
9/24	CITY OF ODESSA	1,200.00
9/24	CLASSLINK INC	91,770.00
9/24	CLEARBROOK FARMS INC	28,224.00
9/24	COCA-COLA SOUTHWEST BEVERAGES LLC	2,048.38
9/24	CONSUELO RODRIGUEZ	141.40
9/24	CRYSTAL RAYOS	16.10
9/24	CUMMINS SOUTHERN PLAINS LLC	423.99
9/24	CUSTOM WHOLESALE SUPPLY INC	1,844.78
9/24	DEBORAH TAVAREZ	61.46
9/24	DEREK BATES	5.41
9/24	DOMTECH ELECTRICAL AND CONTROLS LLC	15,611.14
9/24	EFRAIN MORENO	51.00
9/24	ELIZABETH MARJASON	31.57
9/24	ERIK HARTMAN	184.70
9/24	EVERWAY HOLDCO LLC	6,534.10
9/24	FEDERAL EXPRESS CORPORATION	154.00
9/24	FOLLETT CONTENT SOLUTIONS LLC	1,088.93
9/24	FREDERICKSBURG EDUCATION INITIATIVE, INC	2,950.00
9/24	FRUHAUF UNIFORMS INC	962.78
9/24	G H DAIRY	32,869.98
9/24	G & G INVESTMENTS INC	239.25
9/24	GARDENDALE WATER CO	1,466.50
9/24	GEORGE F GOMEZ	1,080.00
9/24	GERARDO JIMENEZ	1,090.00
9/24	GRAINGER	16,476.89

9/24	GRANDE COMMUNICATIONS NETWORK LLC	6,719.22
9/24	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58
9/24	HILLER PRINTING	6,900.00
9/24	HOME DEPOT USA INC - STORE #562	7,546.10
9/24	HUGHES SERVICES FLOORING, LP	2,150.00
9/24	HUMBERTO HERNANDEZ JR	1,599.40
9/24	ILO GROUP LLC	5,000.00
9/24	RITCHIE VINCENT INC	1,620.00
9/24	IMPERIAL BAG & PAPER COMPANY LLC	41,361.27
9/24	INTEGRAL MATHEMATICS INC	831.00
9/24	KEVIN D BALLARD INC	11,089.50
9/24	JASMIN BELSOM-TORRES	280.00
9/24	JESSICA DOMINGUEZ	138.00
9/24	JONN SIBLEY	25.48
9/24	JTM PROVISIONS COMPANY INC	31,234.00
9/24	JULIA PAREDEZ	7.91
9/24	KAREN DOESHE COLE	125.00
9/24	KELCY PENATE	63.39
9/24	LABATT FOOD SERVICE	91,049.23
9/24	LAURA SIKES	120.26
9/24	LEAD4WARD LLC	9,000.00
9/24	LEASE SERVICING CENTER INC	10,484.09
9/24	LETICIA FLORES	128.73
9/24	LILLIANA PANTOJA	73.99
9/24	LONE STAR LEARNING	7,125.00
9/24	MABEL GUTIERREZ	70.42
9/24	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	18,278.64
9/24	MARCIA TOMBOSKY	442.66
9/24	MELANA MOSS	91.56
9/24	MICA LEIGH GOBER	2,925.00
9/24	MICAH PETTIGREW	5.88
9/24	MID-TEX OF MIDLAND INC	93,670.00
9/24	MOBILE COMMUNICATION AMERICA INC	1,696.00
9/24	MOBILE COMMUNICATION AMERICA INC	1,363.00
9/24	MSB SCHOOL SERVICES LLC	6.49
9/24	NETSYNC NETWORK SOLUTIONS	30,113.50
9/24	NIMBUS DRINKING WATER SYSTEMS LTD	1,160.00
9/24	SEWCO INC	18,599.88
9/24	CAJON HIGH SCHOOL	9,000.00
9/24	SOUTHEASTERN FREIGHT LINES INC	387.63
9/24	OTIS ELEVATOR COMPANY INC	14,920.26
9/24	PARKHILL, SMITH & COOPER, INC.	21,346.69
9/24	PARKHILL, SMITH & COOPER, INC.	105,213.62
9/24	SHANNON D GAYLOR	745.00
9/24	PETROPLEX OFFICE SUPPLY, INC.	4,510.00
9/24	PLASCO ID HOLDING LLC	3,078.01
9/24	POCKET NURSE ENTERPRISES INC	3,248.16
9/24	PROFORCE MARKETING	4,826.70
9/24	QUAVER'S MARVELOUS WORLD OF MU	2,400.00

9/24	REGION 18 EDUCATION SERVICE CENTER	180,125.00
9/24	RICHARD ALLEN MILLER	23,883.37
9/24	RODRIGUEZ DRYWALL & PAINT CO	3,850.00
9/24	S.A. PIAZZA & ASSOC. INC	17,736.00
9/24	SARAH PATTON	30.52
9/24	SCOTT RUDES	792.80
9/24	THE SEWELL FAMILY OF COMPANIES INC	117.67
9/24	THE SEWELL FAMILY OR COMPANIES INC	690.61
9/24	SPECIAL OLYMPICS TEXAS	875.00
9/24	STEPHANIE WRIGHT	153.00
9/24	STERICYCLE	75.00
9/24	SWEET PIZZA LLC	136.42
9/24	SYSCO USA, INC	63,780.52
9/24	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIP,	2,280.00
9/24	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIP,	235.00
9/24	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIP,	235.00
9/24	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	557.50
9/24	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
9/24	TEXAS SPEECH AND DEBATE ASSOCIATION	200.00
9/24	TEXAS STATE LIBRARY	9,762.27
9/24	THE ART OF EDUCATION UNIVERSITY LLC	39,879.00
9/24	SCRIPPS NATIONAL SPELLING BEE INC	188.50
9/24	SCRIPPS NATIONAL SPELLING BEE INC	188.50
9/24	THOMAS GONZALES	74.90
9/24	TSN VISUAL COMMUNICATION SOLUTIONS LLC	1,800.00
9/24	TYSON PREPARED FOOD, INC.	10,600.80
9/24	U.S. TREASURY	24,075.95
9/24	UNITED REFRIGERATION	2,878.05
9/24	UNIVERSITY OF TX-PERMIAN BASIN	43,842.74
9/24	VALERIE GARCIA	17.01
9/24	VERIZON WIRELESS SERVICES LLC	569.97
9/24	VITAL SIGNS DOT DESIGN LLC	355.03
9/24	WEST TEXAS EDUCATORS	2,731.00
9/24	WEST TEXAS POWER SPORTS DEVELOPMENT	5,601.93
9/24	WILLIAMS PAVING & EXCAVATION. INC	3,200.00
9/24	ZAPOPAN BUSINESS GROUP LLC	269.85
9/24	ZAPOPAN BUSINESS GROUP LLC	3,683.10
9/24	YVETTE ABILA	48.72
9/24	ZULEMA PALOMINO	50.54
9/26	LAURA SAMANIEGO	26.46
9/26	WEST TEXAS EDUCATORS	184,262.32
9/29	AMSTAR INC	605,020.28
10/1	GABRIEL KYLE MANALASTAS	59.08
10/1	240 TUTORING INC	1,500.00
10/1	AMAZON CAPITAL SERVICES	47,328.56
10/1	AMAZON CAPITAL SERVICES	8,588.37
10/1	AMAZON CAPITAL SERVICES	349.36
10/1	AMERICAN FAMILY LIFE & CANCER	6.00
10/1	ANDERSON TILE SALES INC	132.60

10/1	ANGEL MATTA	120.00
10/1	ANNIE ARREDONDO	587.00
10/1	ASSOCIATION OF TEXAS	5.83
10/1	AT&T	76.60
10/1	AT&T	1,820.24
10/1	AT&T MOBILITY	62.39
10/1	ATHLETIC SUPPLY INC	13,531.00
10/1	ATKINS HOLLMAN JONES PEACOCK	27,765.06
10/1	AUDIO ACOUSTICS HEARING CENTERS	170.00
10/1	BECKY RAMIREZ	52.85
10/1	BENCH DADDY LLC	1,800.00
10/1	BIMBO BAKERIES USA	3,096.13
10/1	DICK BLICK COMPANY	18,619.46
10/1	BLUE DAISY CONSULTING LLC	29,900.00
10/1	A-Z BUS TEXAS LLC	485,933.44
10/1	A-Z BUS TEXAS LLC	168,953.43
10/1	BLUE STAR BUS SALES LTD	2,409.12
10/1	BOOKBINDING & LAMINATING INC	478.00
10/1	BWI COMPANIES INC	3,028.18
10/1	CALPINE CORPORATION	205,293.20
10/1	CARDIO PARTNERS INC	6,076.51
10/1	CASHWAY WEST, INC.	42.95
10/1	CHRIS STANLEY	583.63
10/1	CHRISTINA SIFUENTEZ	120.00
10/1	CIRCLE P RANCH SUPPLY INC	359.98
10/1	CITY OF ODESSA	322,554.75
10/1	COMMAND COMMISSIONING LLC	2,250.00
10/1	COMMERCIAL FOOD SERVICE	2,642.00
10/1	CORRAL ENVIRONMENTAL CONSULTING LLC	1,800.00
10/1	DANA SAFETY SUPPLY	4,235.84
10/1	DAXWELL	6,266.40
10/1	DEANAN PRODUCTS INC	2,318.50
10/1	DELMA ABALOS	1,515.94
10/1	DLR GROUP INC OF TEXAS , A TEXAS CORPORATION	14,840.00
10/1	EMERGENT TREE EDUCATION INC	19,450.00
10/1	THE UNIVERSITY OF TEXAS AT AUSTIN	2,000.00
10/1	ERIC ARMIN INC	2,191.50
10/1	EVAN E EASLEY	17,175.00
10/1	FIRST FINANCIAL ADMINISTRATORS	28,887.96
10/1	FIRST FINANCIAL ADMINISTRATORS	12,640.00
10/1	FIRST FINANCIAL ADMINISTRATORS	75,560.33
10/1	FIRST FINANCIAL ADMINISTRATORS	2,625.00
10/1	FIRST FINANCIAL ADMINISTRATORS	50.00
10/1	FIRST FINANCIAL ADMINISTRATORS	100.00
10/1	FIRST FINANCIAL ADMINISTRATORS	14,434.50
10/1	FIRST FINANCIAL ADMINISTRATORS	1,029.72
10/1	FIRST FINANCIAL ADMINISTRATORS	7,488.31
10/1	FIRST FINANCIAL ADMINISTRATORS	5,653.62
10/1	FIRST FINANCIAL ADMINISTRATORS	6,049.82

10/1	FIRST FINANCIAL ADMINISTRATORS	5,380.46
10/1	FIRST FINANCIAL ADMINISTRATORS	5,081.78
10/1	FIRST FINANCIAL ADMINISTRATORS	61,755.97
10/1	FIRST FINANCIAL ADMINISTRATORS	26,390.98
10/1	FIRST FINANCIAL ADMINISTRATORS	125,351.75
10/1	FIRST FINANCIAL ADMINISTRATORS	2,287.28
10/1	FOCUS SCHOOL SOFTWARE LLC	7,842.00
10/1	FOLLETT CONTENT SOLUTIONS LLC	995.63
10/1	FREEZING POINT LLC	7,998.00
10/1	G H DAIRY	30,818.31
10/1	GALLAGHER CONSTRUCTION COMPANY LP	32,400.00
10/1	GALLAGHER CONSTRUCTION COMPANY LP	135,000.00
10/1	GERARDO JIMENEZ	840.00
10/1	GOLD CREEK FOODS	14,739.20
10/1	GRAINGER	751.62
10/1	HEALTH SERVICES ADMINISTRATION	389.51
10/1	HEALTH SERVICES ADMINISTRATION	23,551.01
10/1	HEATH ALAN ANDERSON	111.00
10/1	HEIDI L HELFERICH	15.12
10/1	HOME DEPOT USA INC - STORE #562	579.94
10/1	HOWIES HOCKEY INC	1,907.82
10/1	RITCHIE VINCENT INC	244.00
10/1	IMPACT CONSULTANTS INC	3,200.00
10/1	JAMIE ANDERSON	587.00
10/1	JNT RESOURCES PARTNERS, LP	3,431.69
10/1	JNT RESOURCES PARTNERS, LP	16,557.06
10/1	JNT RESOURCES PARTNERS LP	29,713.33
10/1	JOHN R BRAND	1,087.75
10/1	JOSE H. RUEDAS	7,400.00
10/1	JULIETTE BAYLESS	796.98
10/1	KATHERINE YORK	500.00
10/1	KEELEY BOYER	111.00
10/1	KRISTA M VIVIAN	587.00
10/1	LABATT FOOD SERVICE	76,262.88
10/1	UIL DISTRICT 2-6A	12,500.00
10/1	LAUREN TAVAREZ	138.00
10/1	LEAD4WARD LLC	22,500.00
10/1	LEGO BRAND RETAIL	1,356.80
10/1	LORENZO R MASONSONG	90.00
10/1	LUISANA MAURICIO	9.80
10/1	MABEL GUTIERREZ	45.22
10/1	MANEUVERING THE MIDDLE LLC	2,275.00
10/1	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	17,708.71
10/1	MARLIN LEASING CORPORATION	953.65
10/1	MASTERS DISTRIBUTION SYSTEMS COMPANY INC	23,750.00
10/1	MICA LEIGH GOBER	3,000.00
10/1	MIKE SYVERSON	450.00
10/1	MOAK CASEY LLC	1,705.00
10/1	MOBILE COMMUNICATION AMERICA INC	5,805.00

10/1	MSB SCHOOL SERVICES LLC	20.42
10/1	N-TUNE MUSIC & SOUND INC	31,022.32
10/1	NATALIE FITZGERALD	1,270.29
10/1	STATE OF NEW MEXICO	300.00
10/1	NEXTGEN SECURITY	7,820.81
10/1	ODESSA CHRISTIAN FAITH CENTER	2,790.00
10/1	ODESSA COLLEGE	1,400.00
10/1	ODESSA COLLEGE	540.00
10/1	ODESSA SIGN SOLUTION LLC	326.00
10/1	ODESSA SIGN SOLUTION LLC	25.00
10/1	ABILENE FOOTBALL OFFICIALS ASSOCIATION	150.00
10/1	DIANA LUZ TORRES NARANJO	47.00
10/1	GRAMBLING STATE UNIVERSITY	600.00
10/1	SANDRA PAZOS MARTINEZ	47.00
10/1	TASBT	275.00
10/1	YANELIS OJEDA RODRIGUEZ	47.00
10/1	YANELIS VALDES HUMANES	47.00
10/1	PERMIAN BASIN COUNSELING ASSOCIATION	1,165.00
10/1	SHANNON D GAYLOR	385.00
10/1	PETROPLEX OFFICE SUPPLY, INC.	6,741.47
10/1	REALITYWORKS	7,657.32
10/1	REGION 18 EDUCATION SERVICE CENTER	65,925.00
10/1	REGION 18 EDUCATION SERVICE CENTER	225.00
10/1	ROBERTO TREJO	140.00
10/1	ROBERTS TRUCK CENTER OF TEXAS	2,128.95
10/1	ROSAS CAFE & TORTILLA FACTORY LTD	842.80
10/1	RYDER TRANSPORTATION	279.18
10/1	SYNCHRONY BANK SAM'S CLUB	7,264.18
10/1	SAMEGOAL INC	112,768.17
10/1	SCOTT MURI	3,333.33
10/1	STEMARCO DESIGN LLC	59.95
10/1	STEVE BROWN	1,533.94
10/1	STUDICA INC	1,051.00
10/1	STUDIES WEEKLY INC.	1,861.50
10/1	SUMMIT K12 HOLDING INC	138,495.00
10/1	SYSCO USA, INC	11,651.94
10/1	TEXAS ASSOCIATION OF PROPERTY AND EVIDENCE	350.00
10/1	TEXAS A&M ENGINEERING EXTENSION SERVICE	287.00
10/1	TEXAS AFT AMP	247.50
10/1	TEXAS ASSOCIATION FOR THE GIFTED & TALENTED	399.00
10/1	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	534.00
10/1	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	547.04
10/1	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSC	261.30
10/1	TEXAS INTERNATIONAL BACCALAUREATE SCHOOLS	200.00
10/1	TEXAS LIFE INSURANCE CO	131,978.80
10/1	TEXAS STATE TEACHERS ASSOCIATION	35,957.56
10/1	THE CINCINNATI LIFE INS. CO	10.02
10/1	THE CINCINNATI LIFE INS. CO	188.13
10/1	THE RON CLARK ACADEMY	2,600.00

10/1	THE SCIENCE PENGUIN	1,199.00
10/1	THE VIRTUAL MEET EXPERIENCE LLC	379.00
10/1	TODD NICHOLAS FOX	6,725.85
10/1	TSN VISUAL COMMUNICATION SOLUTIONS LLC	1,800.00
10/1	UNITED REFRIGERATION	8.84
10/1	THE UNIVERSITY OF TEXAS AT AUSTIN	35,000.00
10/1	VANDERBILT MUSIC COMPANY INC	1,151.86
10/1	VERIZON WIRELESS SERVICES LLC	4,136.65
10/1	VITAL SIGNS DOT DESIGN LLC	376.00
10/1	WAWONA FROZEN FOOD I	23,658.88
10/8	GABRIEL KYLE MANALASTAS	144.69
10/8	ABILENE ISD	2,951.00
10/8	ADVANCE STORES COMPANY , INC.	526.03
10/8	AIRGAS USA LLC	289.56
10/8	ALBERT J VALENCIA	172.62
10/8	ALISA ANN SALAZAR MUSELLA-GONZALES	180.00
10/8	ALIVE STUDIOS LLC	4,030.00
10/8	AMAZON CAPITAL SERVICES	61,243.18
10/8	AMAZON CAPITAL SERVICES	3,397.10
10/8	AMAZON CAPITAL SERVICES	321.89
10/8	AMSTAR INC	228,844.13
10/8	AMSTAR INC	116,850.00
10/8	ANDREA ARMENDARIZ	350.00
10/8	ANNA SALINAS	47.45
10/8	ANTHONY GARCIA	161.05
10/8	APRIL HORTON	79.03
10/8	ARA OF ODESSA	172.50
10/8	ARIANNA RAQUEL VELASQUEZ	135.00
10/8	ASSOCIATED SUPPLY CO INC	2,492.40
10/8	AT&T	132.66
10/8	ATHLETIC SUPPLY INC	341.32
10/8	B1 C1 INC	4,499.00
10/8	BIMBO BAKERIES USA	2,274.63
10/8	BLAKE MCDONALD	35.56
10/8	BRADLEY MERRITT	199.88
10/8	BRAZOS DOOR & HARDWARE	124.00
10/8	BRIDGETTE PROFIT	831.84
10/8	CALPINE CORPORATION	192.33
10/8	CASHWAY WEST, INC.	29.99
10/8	CHANDLER COLLUMS	120.00
10/8	CHANTAL HERNANDEZ	8.12
10/8	CHERALDIN CELIS	350.00
10/8	CHERYL HINESLY	23.94
10/8	CITY OF ODESSA WATER DEPT	220,686.93
10/8	CLEARBROOK FARMS INC	28,224.00
10/8	COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN IN	130,000.00
10/8	CONSCIOUS DISCIPLINE HOLDINGS LLC	212.75
10/8	CONSUMER PRIORITY SERVICE CORP	150.00
10/8	CROWN EQUIPMENT INC	2,428.00

10/8	CRYSTAL KIDD	21.77
10/8	HOHENBERGER INC	14,060.00
10/8	CUMMINS SOUTHERN PLAINS LLC	1,574.97
10/8	CUSTOM WHOLESALE SUPPLY INC	473.80
10/8	DALE'S ALIGNMENT & BRAKE SERVICE INC	722.34
10/8	DANIEL BUSTAMANTE	201.25
10/8	DANIEL RAMIREZ	193.20
10/8	DELESA STYLES	270.20
10/8	DORIANA WAUGH	10.50
10/8	DSB WORLDWIDE INC	810.00
10/8	EFREN ZUNIGA	100.31
10/8	ELISEO GOMEZ	48.58
10/8	ELLIOTT WITNEY	23,750.00
10/8	ELUMA LLC	93,051.47
10/8	ERIKA NATIVIDAD	64.05
10/8	EXALANDER S MAGALLAN	447.36
10/8	FAMILY SUPPORT REGISTRY	1,186.00
10/8	FOLLETT CONTENT SOLUTIONS LLC	849.39
10/8	FOR INSPIRATION & RECOGNITION	688.00
10/8	G H DAIRY	32,049.58
10/8	GARDENDALE WATER CO	25.00
10/8	GOPHER SPORT	1,868.13
10/8	GOT TO SPECIALTIES LLC	273.50
10/8	GRAINGER	7,826.23
10/8	GREENWOOD PUBLISHING GROUP LLC	3,218.77
10/8	HELLAS CONSTRUCTION INC	641,798.71
10/8	HORTENCIA DEL BOSQUE	28.56
10/8	HUGO PAUL STIERHOLZ	350.00
10/8	HURT EXTERMINATING	40,900.00
10/8	IMPERIAL BAG & PAPER COMPANY LLC	2,798.93
10/8	JACKSON VINES	240.00
10/8	JACLYN THOMAS	98.28
10/8	JAYNE TILLERY	55.51
10/8	JENNIFER KUHLMANN	40.17
10/8	JEREMIAH GONZALES	60.06
10/8	JOSE RAPHAEL MASONSONG	98.70
10/8	KAIGE KUBOTA LLC	36,450.00
10/8	KIMBERLY BRYER	27.65
10/8	KLEMENT DISTRIBUTION INC	5,052.63
10/8	LABATT FOOD SERVICE	86,301.76
10/8	LAURA SAMANIEGO	18.06
10/8	LAUREN TAVAREZ	2,074.91
10/8	LAWNMOWER SALES AND SERVICE, INC	471.50
10/8	LEASE SERVICING CENTER INC	23,334.60
10/8	LESLIE HANKINS	34.93
10/8	LIDIA C VALENZUELA	31.78
10/8	LONE STAR CHALLENGE COINS LLC	350.00
10/8	LORENZO R MASONSONG	115.00
10/8	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	33,275.24

10/8	MARK JOSHUA G.STODOMINGO	279.79
10/8	MARY S CRISP	405.00
10/8	MIGHTY WASH OPERATIONS LLC	1,025.00
10/8	MIKE SYVERSON	2,400.00
10/8	MIREIDA F VELAZCO	43.96
10/8	MISTY STEWART	54.18
10/8	MOBILE COMMUNICATION AMERICA INC	8,103.00
10/8	MOBILE COMMUNICATION AMERICA INC	94.00
10/8	MOLLY CASTILLO	193.20
10/8	MORRIS ENTERPRISES LLC	13,757.88
10/8	MSB SCHOOL SERVICES LLC	108.42
10/8	N-TUNE MUSIC & SOUND INC	342.00
10/8	NAYELI MARTINEZ	39.90
10/8	NAYELI OLIVAREZ	128.52
10/8	NC3 - NATIONAL COALITION OF CERTIFICATION CENTE	5,970.00
10/8	NEXTGEN SECURITY	12,373.40
10/8	NIMBUS DRINKING WATER SYSTEMS LTD	147.00
10/8	ODESSA CRIME STOPPERS, INC	5,000.00
10/8	SEWCO INC	12,330.41
10/8	OLIVIA LUNA	153.00
10/8	OLIVIA PORRAS	153.09
10/8	KELLIE WILKES	1,410.00
10/8	PARKHILL, SMITH & COOPER, INC.	652.96
10/8	PARKHILL, SMITH & COOPER, INC.	9,672.56
10/8	PATHWAYZ COMMUNICATIONS INC	5,386.14
10/8	PENSKE COMMERCIAL VEHICLES US LLC	174.33
10/8	PERMIAN MOVERS, INC.	150.00
10/8	PIRAINO CONSULTING, INC	8,975.00
10/8	PLASCO ID HOLDING LLC	1,500.00
10/8	POLICE EQUIPMENT WORLDWIDE.COM, LLC	2,620.00
10/8	PRECISION BUSINESS MACHINES INC	326.97
10/8	PRIMARY ARMS LLC	2,395.78
10/8	PROJECT LEAD THE WAY INC	5,899.75
10/8	PUBLIC IMPACT LLC	85,877.00
10/8	RAY DOMINGUEZ	29.47
10/8	REGION 18 EDUCATION SERVICE CENTER	17,000.00
10/8	WILLIAM MARCH RICE UNIVERSITY	950.00
10/8	ROBERTS TRUCK CENTER OF TEXAS	624.91
10/8	RODNEY CHARLES ROMAN	1,000.00
10/8	RODNEY CHARLES ROMAN	280.00
10/8	ROSAS CAFE / BOBBY COX Co.	436.87
10/8	ROSELL D CAUFIELD	1,600.00
10/8	ROSS JOHN LARA	91.14
10/8	RUBEN GARCIA	88.20
10/8	S.A. PIAZZA & ASSOC. INC	46,445.00
10/8	SALLY POOL	157.57
10/8	SANDRA BANDA	1,347.90
10/8	SANDRA TALAVERA	153.00
10/8	SANDY OCHOA	59.78

10/8	SCADA ACCESS INC	10,848.00
10/8	SCOTT WALKER	249.83
10/8	SEVERIN INTERMEDIATE HOLDINGS, LLC	35,830.34
10/8	THE SEWELL FAMILY OF COMPANIES INC	313.44
10/8	SHELLY PHILLIPS	28.98
10/8	SHONA DEE ANN LEWIS	27.44
10/8	SIMS PLASTIC INC	117.02
10/8	SKILLSUSA TEXAS	3,160.00
10/8	SKILLSUSA TEXAS	685.00
10/8	SKILLSUSA TEXAS ASSOCIATION SECONDARY INC	64.00
10/8	SOLIANT HEALTH LLC	240.00
10/8	SONIA ROCHA	82.95
10/8	SONNY NARVAIZ	58.59
10/8	STACEY J NUNEZ	304.93
10/8	STEPHEN TROUB	500.00
10/8	STRIVE PUBLIC POLICY RESOURCES LLC	2,300.00
10/8	SYSCO USA, INC	26,061.00
10/8	TAYLOR KATHRYN ROY	120.00
10/8	TEXAS BOOK COMPANY	1,429.80
10/8	TERACIA JERNIGAN	348.00
10/8	TEXAS ACADEMIC DECATHLON FOUNDATION	1,500.00
10/8	TEXAS ASSOCIATION FOR THE GIFTED & TALENTED	2,793.00
10/8	TEXAS ASSOCIATION OF SCHOOL BOARDS	5,000.00
10/8	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	2,615.00
10/8	TEXAS ASSOCIATION OF SUPERVISORS OF MATHMATIC	30.00
10/8	TEXAS DEPARTMENT OF LICENSING AND REGULATION	20.00
10/8	TEXAS EXCAVATION SAFETY SYSTEM, INC.	13.80
10/8	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
10/8	THE ALWAYS FOOD SAFE COMPANY	1,036.00
10/8	THE PITNEY BOWES	8,924.51
10/8	SCRIPPS NATIONAL SPELLING BEE INC	188.50
10/8	THOMAS GONZALES	53.38
10/8	TOM M. CARRIZALES	4,652.00
10/8	TPR EDUCATION LLC	7,200.00
10/8	TRISTAN CROWDER	116.06
10/8	TROPHY DEN	40.00
10/8	TUXEDO CONNECT LLC	574.50
10/8	UIL MUSIC REGION 6	550.00
10/8	UIL MUSIC REGION 6	550.00
10/8	UNITED REFRIGERATION	595.92
10/8	UNITED RENTALS (NORTH AMERICA), INC.	2,918.90
10/8	VICTOR GALVAN GUZMAN	700.00
10/8	VICTORIA NORENA	63.49
10/8	VITAL SIGNS DOT DESIGN LLC	699.67
10/8	ZAPOPAN BUSINESS GROUP LLC	1,998.50
9/4	AETNA LIFE INSURANCE COMPANY	532,187.08
9/4	PCARX LLC	9,446.62
9/8	AETNA LIFE INSURANCE COMPANY	457,999.34
9/8	PCARX LLC	79,029.86

9/8	PCARX LLC	18,308.00
9/11	WELLSPRING TELEHEALTH	11,437.50
9/11	AETNA LIFE INSURANCE COMPANY	127,854.44
9/11	UTPB	263,294.00
9/15	AETNA LIFE INSURANCE COMPANY	404,234.27
9/15	PCARX LLC	179,743.66
9/22	AETNA LIFE INSURANCE COMPANY	725,378.85
9/25	PCARX LLC	153,345.38
9/29	VERUSRX LLC	83,782.37
9/29	PCARX LLC	107,069.85
9/29	AETNA LIFE INSURANCE COMPANY	306,842.69
10/2	AETNA LIFE INSURANCE COMPANY	671,738.33

TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	1084
TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 38,296,161.09



**REQUEST FOR APPROVAL OF  
ACCEPTANCE OF DONATIONS OVER \$10,000**

In accordance with policy CDC (local), Ector County ISD is requesting approval to receive the following donations greater than \$10,000.

<b>Amount</b>	<b>Fund</b>	<b>From</b>	<b>Description</b>
\$55,000	199	SDS Construction LLC	Supplies and labor for turf in additional workout space at OHS
\$13,000	199	Odessa High Gymnastics Booster Club-Diana Ramirez	Funds to purchase AAI 4 Vault System and Canyon Bar Block Set
\$30,784.50	482	Education Foundation	Second of four installments for the 2025-2026 school year to cover the Director of STEAM Initiatives and Special Projects position.

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX  
068901

OTHER REVENUES:  
GRANTS FROM PRIVATE SOURCES  
CDC (EXHIBIT) A (Reg)

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

**Campus:** 002 - Odessa High School  
**Principal/Non-Campus Administrator:** Tracey Borchardt  
**Name of Donor:** SDS Constuction LLC  
**Email/Phone of Donor:** 432-212-7812  
**Donor Mailing Address:** [info@sdsconstruct.com](mailto:info@sdsconstruct.com)  
**Donation Description:** Turf Layour  
**Type of Donation:** Physical items  
**Value\*:** 55000

\*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

**Purpose of Donation:** Company donated supplies and labor to lay turf in extra area for student athletes to work.

**Item/Service:** n/a

**Purpose of Purchase:** Additional workout space

Approver	Response	Date	Comment
Dusty Baumann	Approve	9/18/2025 4:06 PM	NA
Tracey Borchardt	Approve	9/19/2025 9:34 AM	NA
Keeley Boyer	Approve	9/22/2025 10:15 AM	NA
Albessa Chavez	Approve	9/24/2025 3:38 PM	Approve





ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX  
068901

OTHER REVENUES:  
GRANTS FROM PRIVATE SOURCES  
CDC (EXHIBIT) A (Reg)

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

**Campus:** 905 - Athletics

**Principal/Non-Campus Administrator:** Tracey Borchardt

**Name of Donor:** Odessa High Gymnastics Booster Club-Diana Ramirez

**Email/Phone of Donor:** 432-352-6561

**Donor Mailing Address:** 8810 Downs Dr. Odessa, Texas 79764

**Donation Description:** Money to purchase AAI 4 Vault System and Canyon Bar Block Set

**Type of Donation:** Check

**Value\*:** 13000

\*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

**Purpose of Donation:** Money to purchase AAI 4 Vault System and Canyon Bar Block Set

**Item/Service:** AAI 4 Vault System and Canyon Bar Block Set from Ross Athletic Supply

**Purpose of Purchase:** Gymnastics student training and competition

Approver	Response	Date	Comment
Tracey Borchardt	Approve	9/19/2025 9:33 AM	NA
Dusty Baumann	Approve	9/19/2025 10:22 AM	NA
Keeley Boyer	Approve	9/22/2025 9:58 AM	NA
Albessa Chavez	Approve	9/24/2025 3:38 PM	Approved





ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX  
068901

OTHER REVENUES:  
GRANTS FROM PRIVATE SOURCES  
CDC (EXHIBIT) A (Reg)

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

**Campus:** 812 - Education Foundation

**Principal/Non-Campus Administrator:** Celeste Potter

**Name of Donor:** Education Foundation of Odessa

**Email/Phone of Donor:** [educationfoundation.odessa@outlook.com](mailto:educationfoundation.odessa@outlook.com)

**Donor Mailing Address:** PO Box 951 Odessa, Texas 79760

**Donation Description:** Donation - Inspiration Station Staff

**Type of Donation:** Check

**Value\*:** 30784.5

\*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

**Purpose of Donation:** Second of four installments for the 2025-2026 school year to cover the Director of STEAM Initiatives and Special Projects position.

**Item/Service:** NA

**Purpose of Purchase:** NA

Approver	Response	Date	Comment
Celeste Potter	Approve	10/07/2025 5:52 PM	NA
Dusty Baumann	Approve	10/08/2025 8:03 AM	NA
Keeley Boyer	Approve	10/09/2025 12:46 PM	NA
Albessa Chavez	Approve	10/15/2025 10:33 AM	Approved

# Memo

To: Albessa Chavez, Chief Financial Officer

From: Celeste Potter, Education Foundation

Date: October 15, 2025

Re: Donation

Message:

The Education Foundation Board of Directors is excited to partner with ECISD on the Inspiration Station Project. As part of that agreement, the Foundation is committed to covering all costs related to this project, including funds for necessary staff.

The enclosed check is the second of four installments for the 2025-2026 school year to cover the Director of STEAM Initiatives & Special Projects position

\*Note that the installment for the part-time aide is being withheld as that position is currently vacant.





## **REQUEST FOR APPROVAL OF THE UPDATED 2025-2026 T-TESS AND T-PESS APPRAISERS LIST**

Each year, districts are required to have their Texas Teacher Evaluation & Support System (T-TESS) and Texas Principal Evaluation & Support System (T-PESS) appraisers approved by their Board of Trustees. The appraisers on the list have successfully completed and maintained the necessary credentials to be able to evaluate Teachers (T-TESS) and Principals (T-PESS) in ECISD.

## ECISD List of Approved T-TESS Appraisers UPDATED OCT 2025

Last Name	First Name	Role	Certification Status	Certification Year
Acosta	Margarita	Observer	Certified	2025 - 2026
Agdipa	Sara Jane	Observer	Certified	2025 - 2026
Aguilar	Priscilla	Assistant School Administrator	Certified	2025 - 2026
Anderson	Amanda	School Administrator	Certified	2025 - 2026
Anderson	Amy	Observer	Certified	2025 - 2026
Anderson	Heath	District Administrator	Certified	2025 - 2026
Andrews	Connie	School Administrator	Certified	2025 - 2026
Aranda	Maribel	School Administrator	Certified	2025 - 2026
Arrott	Micah	School Administrator	Certified	2025 - 2026
Asakawa	Yvonne	Assistant School Administrator	Certified	2025 - 2026
Avila	Abel	Observer	Certified	2025 - 2026
Avila	Elizabeth	Assistant School Administrator	Certified	2025 - 2026
Avila	Melissa	Assistant School Administrator	Certified	2025 - 2026
Azcarate	Monica	Assistant School Administrator	Certified	2025 - 2026
Barrientes	Rene	Assistant School Administrator	Certified	2025 - 2026
Bautista	Jose Luis	Assistant School Administrator	Certified	2025 - 2026
Bizzell	Jennifer	School Administrator	Certified	2025 - 2026
Bland	Heather	Observer	Certified	2025 - 2026
Blaylock	Welton	Assistant School Administrator	Certified	2025 - 2026
Boen	Kira	Assistant School Administrator	Certified	2025 - 2026
Braziel smith	Angela	Assistant School Administrator	Certified	2025 - 2026
Brewster	Aundrea	School Administrator	Certified	2025 - 2026
Brooks	Lola	Assistant School Administrator	Certified	2025 - 2026
Bryer	Kimberly	Observer	Certified	2025 - 2026
Byrd	Debra	Assistant School Administrator	Certified	2025 - 2026
Campos	Samantha	Observer	Certified	2025 - 2026
Carlos	Frances	Observer	Certified	2025 - 2026
Carter	Whitney	School Administrator	Certified	2025 - 2026
Carver	Melissa	Observer	Certified	2025 - 2026
Casillas	Cosme J	Observer	Certified	2025 - 2026
Chavez	Jennie	School Administrator	Certified	2025 - 2026
Couch	Caitlin	Observer	Certified	2025 - 2026
Crier	Zenovia	School Administrator	Certified	2025 - 2026
Crissinger	Mark	Assistant School Administrator	Certified	2025 - 2026
Dannheim	Paula	School Administrator	Certified	2025 - 2026
De Loera	Denise	School Administrator	Certified	2025 - 2026
Dobbins	Alexandria	Observer	Certified	2025 - 2026
Docktor	Becky	Assistant School Administrator	Certified	2025 - 2026
Docktor	Michel	Assistant School Administrator	Certified	2025 - 2026
Dolloff	Heather	Observer	Certified	2025 - 2026
Dominguez	April	Observer	Certified	2025 - 2026
Ferrini	Michelle	School Administrator	Certified	2025 - 2026
Flores	Dora	School Administrator	Certified	2025 - 2026

Flores	Lorena	School Administrator	Certified	2025 - 2026
Galindo	Tanya	School Administrator	Certified	2025 - 2026
Garcia	Alejandra	Assistant School Administrator	Certified	2025 - 2026
Garcia	Sydney	Observer	Certified	2025 - 2026
Garms	Danielle	Observer	Certified	2025 - 2026
Gomez	Angelica	Observer	Certified	2025 - 2026
Gonzalez	Nora	School Administrator	Certified	2025 - 2026
Gorman	Mary	Observer	Certified	2025 - 2026
Green	Jacob	School Administrator	Certified	2025 - 2026
Hamilton	Michael	Observer	Certified	2025 - 2026
Hawkins	Sarah L	School Administrator	Certified	2025 - 2026
Hawley	Michael	Observer	Certified	2025 - 2026
Head	Carla	Observer	Certified	2025 - 2026
Helferich	Heidi	Observer	Certified	2025 - 2026
Heredia	Brenna	Assistant School Administrator	Certified	2025 - 2026
Hernandez	Maribel	Assistant School Administrator	Certified	2025 - 2026
Hill	Melvin	School Administrator	Certified	2025 - 2026
Hiner	Misty	Observer	Certified	2025 - 2026
Holguin	Alisha	Assistant School Administrator	Certified	2025 - 2026
Howell	Staci	Assistant School Administrator	Certified	2025 - 2026
Hunt	Virginia	Observer	Certified	2025 - 2026
Hutchins	Mary	School Administrator	Certified	2025 - 2026
Iker	William	School Administrator	Certified	2025 - 2026
Jeffery	Ardayda	Assistant School Administrator	Certified	2025 - 2026
Jenkins	Zealia	Assistant School Administrator	Certified	2025 - 2026
Jenkins	Zealia	School Administrator	Certified	2025 - 2026
Jimenez	Mirna	Assistant School Administrator	Certified	2025 - 2026
Keast	Michelle	Assistant School Administrator	Certified	2025 - 2026
Kennedy	Maddison	Assistant School Administrator	Certified	2025 - 2026
King	Lalonne	Assistant School Administrator	Certified	2025 - 2026
Lara	Susana	Assistant School Administrator	Certified	2025 - 2026
Lee	Regina	School Administrator	Certified	2025 - 2026
Leyva	Mayra	Observer	Certified	2025 - 2026
Lopez	Claudia	School Administrator	Certified	2025 - 2026
Lopez	Irma	Observer	Certified	2025 - 2026
Macias	Marcela	Observer	Certified	2025 - 2026
Macias Segura	Maria	Assistant School Administrator	Certified	2025 - 2026
Magness	James	School Administrator	Certified	2025 - 2026
Mahaffey	Sheryl	Assistant School Administrator	Certified	2025 - 2026
Marquez	Crystal	School Administrator	Certified	2025 - 2026
Marshall	Julie	School Administrator	Certified	2025 - 2026
Martin Velicias	Sonia	Observer	Certified	2025 - 2026
Martinez	Sam	School Administrator	Certified	2025 - 2026
Mata	Josie	School Administrator	Certified	2025 - 2026
McClellan	Johna	School Administrator	Certified	2025 - 2026
McKnight	Deja	Assistant School Administrator	Certified	2025 - 2026
Miller	Karl	School Administrator	Certified	2025 - 2026

Mock	Jennifer	School Administrator	Certified	2025 - 2026
Montalvo	Trisha	Assistant School Administrator	Certified	2025 - 2026
Moran	Stephanie	School Administrator	Certified	2025 - 2026
Moreno	Efrain	Assistant School Administrator	Certified	2025 - 2026
Moreno	Jessica	Assistant School Administrator	Certified	2025 - 2026
Morgan Dowds	Heather	Assistant School Administrator	Certified	2025 - 2026
Munoz	Jose	Assistant School Administrator	Certified	2025 - 2026
Nall	Kyrsten	District Administrator	Certified	2025 - 2026
Natividad-Ramos	Samantha	Assistant School Administrator	Certified	2025 - 2026
Norman	Jana	Assistant School Administrator	Certified	2025 - 2026
Nunez	Cecilia	Observer	Certified	2025 - 2026
Nunez	Stacey	School Administrator	Certified	2025 - 2026
Ontiveroz	Richard	Assistant School Administrator	Certified	2025 - 2026
Ortiz	Noe	School Administrator	Certified	2025 - 2026
Parker	Steven	Assistant School Administrator	Certified	2025 - 2026
Perry	Lacee	Assistant School Administrator	Certified	2025 - 2026
Pettigrew	Micah	Assistant School Administrator	Certified	2025 - 2026
Pina	Angela	Assistant School Administrator	Certified	2025 - 2026
Pugh	Christan	School Administrator	Certified	2025 - 2026
Ramage	James	School Administrator	Certified	2025 - 2026
Ramirez	Becky	Observer	Certified	2025 - 2026
Ramirez	Laura	Assistant School Administrator	Certified	2025 - 2026
Ramirez	Rebecca	Observer	Certified	2025 - 2026
Reddell	Erin	Assistant School Administrator	Certified	2025 - 2026
Reece	Terrance	Assistant School Administrator	Certified	2025 - 2026
Rey	Lizette	Assistant School Administrator	Certified	2025 - 2026
Reyna Olvera	Karla Elisa	School Administrator	Certified	2025 - 2026
Rivera	Valerie	School Administrator	Certified	2025 - 2026
Rodriguez	Raquel	School Administrator	Certified	2025 - 2026
Rojo	Jaime	Assistant School Administrator	Certified	2025 - 2026
Rosaldo	Benjie	School Administrator	Certified	2025 - 2026
Russell	Amy	School Administrator	Certified	2025 - 2026
Salcido	Betsabe	District Administrator	Certified	2025 - 2026
Saldibar	Berta	District Administrator	Certified	2025 - 2026
Salinas	Christina	School Administrator	Certified	2025 - 2026
Sellers	Ashley	District Administrator	Certified	2025 - 2026
Sessions	Elisha	Assistant School Administrator	Certified	2025 - 2026
Shirley	Mercedes	Assistant School Administrator	Certified	2025 - 2026
Sierra	Amanda	School Administrator	Certified	2025 - 2026
Smith	Kamye	School Administrator	Certified	2025 - 2026
Snyder	Megan	Observer	Certified	2025 - 2026
Spivy	Matthew	District Administrator	Certified	2025 - 2026
Stansell	Kelly	Observer	Certified	2025 - 2026
Stevens	William	Assistant School Administrator	Certified	2025 - 2026
Straw	Johna	Assistant School Administrator	Certified	2025 - 2026
Straw	Scot	Assistant School Administrator	Certified	2025 - 2026
Styles	Delesa	School Administrator	Certified	2025 - 2026

Tavarez	Lauren	Observer	Certified	2025 - 2026
Thomas	Jaclyn	Observer	Certified	2025 - 2026
Tombosky	Marica	Observer	Certified	2025 - 2026
Trammell	Emilee	School Administrator	Certified	2025 - 2026
Valadez	Rosemary	Assistant School Administrator	Certified	2025 - 2026
Valderaz	Rosemary	Assistant School Administrator	Certified	2025 - 2026
Vance	Amy	Observer	Certified	2025 - 2026
Varela	Jolynn	Observer	Certified	2025 - 2026
Varela	Mark	School Administrator	Certified	2025 - 2026
Vesely	Kristen	Observer	Certified	2025 - 2026
Villarreal	Jean	Observer	Certified	2025 - 2026
Villegas	Pricilla	Assistant School Administrator	Certified	2025 - 2026
Waggoner	Dianne	Assistant School Administrator	Certified	2025 - 2026
Warber	Amanda	School Administrator	Certified	2025 - 2026
Washington	Cyndi	Assistant School Administrator	Certified	2025 - 2026
Watson	Jason	School Administrator	Certified	2025 - 2026
Watts	Megan	Assistant School Administrator	Certified	2025 - 2026
Weekly	Deann	Assistant School Administrator	Certified	2025 - 2026
Weekly	William	School Administrator	Certified	2025 - 2026
Whatley	Robert	Assistant School Administrator	Certified	2025 - 2026
Williamson	Michael	Assistant School Administrator	Certified	2025 - 2026
Willison	Teresa	School Administrator	Certified	2025 - 2026
Wilson	Melissa	School Administrator	Certified	2025 - 2026
Woody	Lynsey	Assistant School Administrator	Certified	2025 - 2026
Wright	Stephanie	District Administrator	Certified	2025 - 2026
Zuniga	Alicia	Observer	Certified	2025 - 2026



## **REQUEST FOR APPROVAL OF ODESSA HIGH SCHOOL FINE ARTS PROGRAMS STUDENT OUT-OF-STATE TRAVEL TO HAWAII**

The Odessa High School Band, Choir, Guitar, Theatre, and Orchestra programs are requesting to travel out-of-state to Hawaii from June 1-7, 2026. During the trip, students will visit Pearl Harbor, including the USS Arizona Memorial and the USS Missouri, and take part in a variety of sightseeing experiences unique to Honolulu. The group will consist of approximately 75 students and chaperones. Preliminary cost projections are \$4,000 per participant, and the students will be fundraising a portion of this money. The cost of the trip will cover a majority of transportation, activities, all housing expenses, and a majority of the meals. General liability and post-departure trip insurance are included. Participants have the option of purchasing additional coverage as desired.

### Exhibit A—Request for Trip Approval

Date of request: 8/6/25

Date/time of departure: 6/1/26 5:30 am a.m. or p.m. (circle one)

Date/time of return: 6/7/26 11:00pm a.m. or p.m. (circle one)

Destination of trip: Oahu, Hawaii

Purpose of trip, i.e., event to be attended, instructional value of the trip:

Spring Trip for 2025-2026 School Year for OHS Performing Arts

History of Pearl Harbor and the significance it has in our history.

Tradition of Hawaiian Luau and types of vegetation grown in the area.

Estimate of any permissible fees associated with the trip: \$5,150/person max - \$3,838 min

District employee sponsor and organization: Ginger Storey, OHS Performing Arts

Number of students participating: 50 - 75

Number of chaperones participating: 15 - 25

Name of Chaperone	Criminal History Check Requested (circle one)
OHS Band Booster, OHS Choir Booster, OHS Guitar Booster, OHS Theatre Booster, OHS Orchestra Booster	Yes No
Choir - Priscilla & George Llanez Choir - Amanda & Ubaldo Bautista	<input checked="" type="radio"/> Yes No
	Yes No

Signature of District employee sponsor: Ginger Storey

---

**For Office Use Only**

**School-sponsored trip:**

- Approved
- Denied

Reason, if denied:

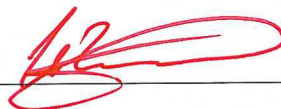
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**Chaperone approval or denial:**

Name of Chaperone	Criminal History Check Completed (circle one)	Decision (circle one)
	Yes No	Approved Denied
	Yes No	Approved Denied
	Yes No	Approved Denied

Principal's Approval: \_\_\_\_\_

(Signature)



08-25-25

(Date)

Superintendent or  
Designee Approval: \_\_\_\_\_

(Signature)

(Date)

Board Approval: \_\_\_\_\_

(Signature -Required for Out-of-State Travel)

(Date)



# OAHU, HAWAII

## Odessa High School Performing Arts

### Monday, June 1st

- Arrive at the Midland/Odessa Airport
- Depart on flights TBD
- Lunch in the connecting airports (on own)
- Arrive in Oahu, HI!
- Meet your Green Light tour manager
- Receive a traditional Hawaiian lei greeting
- Shopping in Waikiki Beach
- Check into hotel in Waikiki Beach
- Dinner at Tiki's on the Beach

### Tuesday, June 2nd

- Continental breakfast at the hotel
- Set sail on a catamaran boat
- Lunch in Waikiki Beach
- Free afternoon to enjoy the beach
- Dinner at Tanaka of Tokyo Japanese Steakhouse
- Competitive scavenger hunt

### Wednesday, June 3rd

- Continental breakfast at the hotel
- Depart for Pearl Harbor
- Tour the USS Arizona Memorial (pending availability)
- Arrive at the USS Missouri
- Deli style lunch at the USS Missouri
- Explore the ship
- Dinner at Hard Rock Cafe

### Thursday, June 4th

- Continental breakfast at the hotel
- Hike to the peak of Diamond Head Volcano for amazing views of the island
- Lunch in Waikiki Beach
- Free afternoon to enjoy the beach
- Enjoy a traditional Hawaiian Luau

### Friday, June 5th

- Continental breakfast at the hotel
- Fun morning on the Secret Island with a beach BBQ, kayaking, ping pong, volleyball, lunch buffet, and a DJ
- Stop at the Pali Lookout for an aerial view of the coast
- Dinner in Waikiki (cashback)
- Friday night fireworks

### Saturday, June 6th

- Continental breakfast at the hotel
- Shopping at the Aloha Stadium Swap Meet
- Lunch in Haleiwa (cashback)
- Visit the Dole Pineapple Plantation
- Depart for Honolulu International Airport
- \$25 cash back for dinner
- Depart on flights TBD

### Sunday, June 7th

- Breakfast and lunch on the way (cashback)
- Arrive back at the Midland/Odessa Airport





# OAHU, HAWAII

## Ground Package Includes

- Round trip flight (estimated at \$1300 per seat, does not include checked luggage fees)
- Five nights lodging in Waikiki
- Deluxe motorcoach transfers in Hawaii
- Traditional flower lei greeting upon arrival
- Pearl Harbor and the USS Arizona Memorial
- USS Battleship Missouri
- Diamond Head hiking adventure
- Waikiki Scavenger hunt
- Catamaran sailing
- Secret Island with beach activities, DJ and a lifeguard
- Aloha Stadium Swap Meet
- Dole Pineapple Plantation
- Breakfast daily at hotel (5)
- Breakfast on the way home
- Lunch at the USS Missouri
- Two lunches in Waikiki Beach
- Lunch at the Secret Island
- Lunch in Haleiwa
- Lunch on the way home
- Dinner at Tanaka of Tokyo
- Dinner at Hard Rock Café
- Dinner in Waikiki
- Hawaiian Luau with dinner
- Dinner at Tiki's on the Beach
- Dinner in the airport
- Two million dollar liability insurance policy
- Name badges with emergency contact phone numbers and a mini itinerary

- 20 seniors
- Standard trip delay protection
- Nighttime hotel security, so you can sleep
- One complimentary director's package at single occupancy for every ten paying travelers
- Online registration and billing

Minimum number of paying travelers:	70	80	90	100	110
Quad	\$3,975	\$3,898	<b>\$3,838</b>	\$3,992	\$3,934
Triple	\$4,121	\$4,044	<b>\$3,984</b>	\$4,138	\$4,080
Double	\$4,413	\$4,335	<b>\$4,275</b>	\$4,429	\$4,372
Single	\$5,288	\$5,210	<b>\$5,150</b>	\$5,304	\$5,247

## Does Not Include

- Transportation between school and the airport
- Checked baggage fees
- Lunch on the first day

\*Price is an estimate and can be confirmed in July of 2025.







## **REQUEST FOR APPROVAL OF PERMIAN HIGH SCHOOL PANTHER PAWS STUDENT OUT-OF-STATE TRAVEL TO ORLANDO, FL**

The Permian High School Panther Paws (Dance) program is requesting to travel out-of-state to Orlando, FL, from April 9-13, 2026. The purpose of the trip is to attend the National Dance Alliance (NDA) College Nationals. The group will consist of approximately 23 students and chaperones. Preliminary cost projections are \$2,350 per participant, and the students will be fundraising a portion of this money. The cost of the trip will cover a majority of transportation, activities, all housing expenses, and a majority of the meals. General liability and post-departure trip insurance are included. Participants have the option of purchasing additional coverage as desired.

### Exhibit A—Request for Trip Approval

Date of request: April 9-13, 2026

Date/time of departure: 4-9-26 / 3:35pm a.m. or p.m. (*circle one*)

Date/time of return: 4-13-26 / 6:55pm a.m. or p.m. (*circle one*)

Destination of trip: Orlando and Daytona Beach, Florida

Purpose of trip, i.e., event to be attended, instructional value of the trip:

Students will be attending the NDA Collegiate Nationals so they can see the many different team  
and opportunities for dancing in college. We are hoping this will bring an excitement for continuing  
with dance past high school. They will also get to attend Universal Studios for some fun.

Estimate of any permissible fees associated with the trip: \$2,350 / per student

District employee sponsor and organization: Kristin Carter & Kayla Garza

Number of students participating: 22

Number of chaperones participating: 1

Name of Chaperone	Criminal History Check Requested ( <i>circle one</i> )
Zoe Watkins (District Employee)	Yes No
	Yes No
	Yes No

Signature of District employee sponsor: 

STUDENT ACTIVITIES  
TRAVEL

FMG  
(EXHIBIT)

**For Office Use Only**

**School-sponsored trip:**

Approved

Denied

Reason, if denied:

\_\_\_\_\_

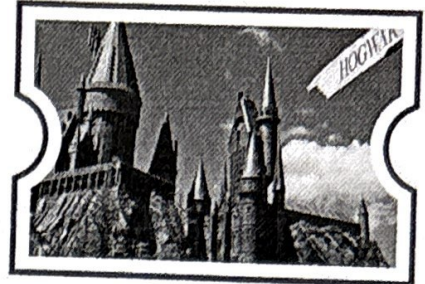
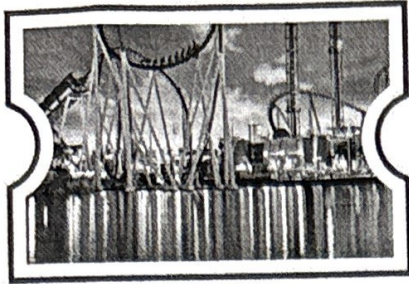
**Chaperone approval or denial:**

Name of Chaperone	Criminal History Check Completed (circle one)	Decision (circle one)
Kristin Carter	Yes No	Approved Denied
Zoe Watkins	Yes No	Approved Denied
Kayla Garza	Yes No	Approved Denied

Principal's Approval: Johnna Shaw 9/12/25  
(Signature) (Date)

Superintendent or Designee Approval: \_\_\_\_\_  
(Signature) (Date)

Board Approval: \_\_\_\_\_  
(Signature -Required for Out-of-State Travel) (Date)



# FLORIDA

## Permian High School Panther Paws

### Thursday, April 9th

- 1:35pm Arrive at the Midland/Odessa Airport
- 3:35pm Depart on Southwest flight #2841
- 4:55pm Arrive in Dallas
- Purchase/pack dinner to bring on the plane (on own)
- 5:40pm Depart on Southwest flight #3421
- 9:15pm Arrive in Orlando, FL
- Meet your Green Light tour manager
- 9:45pm Load motorcoach
- 11:00pm Check into Universal's Endless Summer Dockside Resort

### Friday, April 10th

- Breakfast at the hotel
- 8:00am Board bus and depart for Daytona
- Watch NDA College Nationals
- Lunch in the area (\$25 cashback)
- Enjoy the beach
- 6:30pm Dinner at Joe's Crab Shack
- 10:00pm Arrive back at hotel

### Saturday, April 11th

- Breakfast at the hotel
- Take Universal transportation to the parks
- Enjoy Universal's newest park, Epic Universe
- Lunch within the park (voucher provided)
- Dinner within the park (voucher provided)
- Take Universal buses back to the hotel

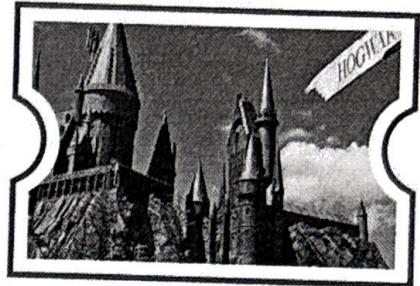
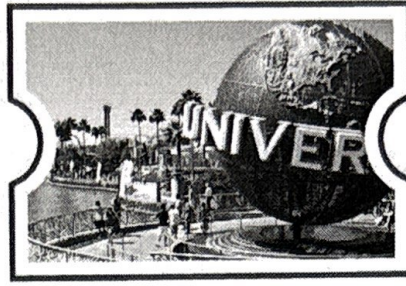
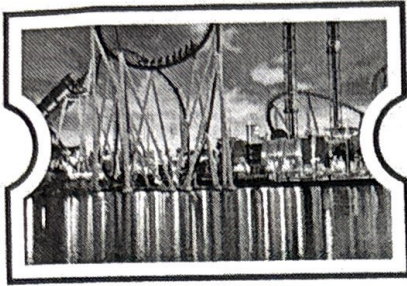
### Sunday, April 12th

- Breakfast at the hotel
- Take Universal transportation to the parks
- Enjoy Universal Studios and Islands of Adventure
- Lunch within the park (voucher provided)
- Dinner within the park (voucher provided)
- Take Universal buses back to the hotel

### Monday, April 13th

- Breakfast at the hotel
- Enjoy a leisurely morning to chill at the hotel pool
- 11:15am Load bus and depart for airport
- Lunch in the airport
- 2:35pm Depart on Southwest flight #3124
- 4:10pm Arrive in Houston
- 5:25pm Depart on Southwest flight #0160
- 6:55pm Arrive back at the Midland/Odessa Airport





# FLORIDA

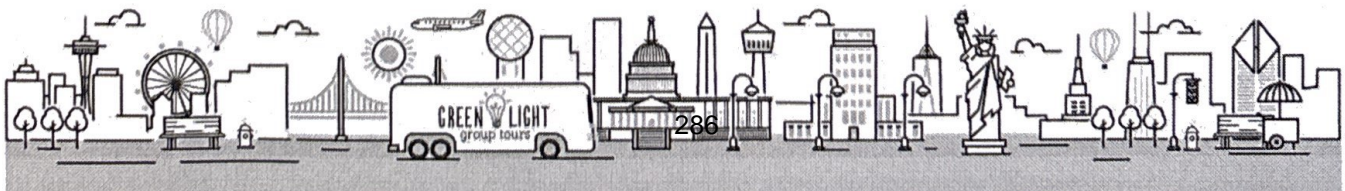
## Ground package Includes

- Round trip flight (does not include checked bag fees)
- Motor coach transfers in Orlando on days one, two and five
- Access to Universal's complimentary buses
- Dedicated tour manager
- Four nights lodging
- Two-day Universal three park ticket
- Beach day in Daytona Beach
- NDA single-day ticket
- Breakfast daily at the hotel (4)
- Four Universal meal vouchers
- Lunch in Daytona Beach
- Lunch at the airport
- Dinner at Joe's Crab Shack
- Two million dollar liability insurance policy
- Name badge with emergency phone numbers and mini itinerary
- Nighttime hotel security guard
- Standard trip delay protection
- Two complimentary director's packages at single occupancy
- Online registration and billing

Minimum number of paying travelers:	20	25	30
Quad	\$2,410	\$2,250	\$2,144
Triple	\$2,473	\$2,314	\$2,207
Double	\$2,600	\$2,440	\$2,334
Single	\$2,980	\$2,821	\$2,714

## Does Not Include

- Transportation between school and the Midland/Odessa Airport
- Checked luggage fees
- Dinner the first night and last night, while traveling





## **REQUEST FOR APPROVAL OF CONSENT TO ASSIGN INTEREST IN OIL AND GAS LEASE**

Ector County ISD entered into a lease agreement with David H. Arrington Oil Company, LLC ("Arrington"), in April 2025.

Arrington has entered into an agreement with Diamondback E&P, LLC ("Diamondback"), to develop a portion of the oil and gas lease filed in 2025-00011485. As part of said agreement, Diamondback will be acquiring all of Arrington's interest in the above-referenced lease, limited to the Lands described in Exhibit "A".

Arrington hereby requests your consent to make all necessary assignments as outlined herein. This consent to assign shall not be filed of record but said consent is necessary to complete the above-mentioned transaction.

# DAVID H. ARRINGTON OIL COMPANY, LLC

500 West Wall, Suite 300

Midland, Texas 79701

432 -682-6685

September 15, 2025

Ector County Independent School District

Re: **CONSENT TO ASSIGN OIL AND GAS LEASE**

Lands: SEE EXHIBIT "A"

Dear Mineral Owner,

**David H. Arrington Oil Company, LLC ("Arrington")** has entered into an agreement with **Diamondback E&P, LLC ("Diamondback")**, to develop a portion of your oil and gas lease filed in 2025-00011485. As part of said agreement, Diamondback will be acquiring all of Arrington's interest in the above referenced lease, limited to the Lands described in Exhibit "A".

288

Arrington hereby requests your consent to make all necessary assignments as outlined herein. This consent to assign shall not be filed of record but said consent is necessary to complete the above-mentioned transaction.

Please indicate your consent to assign by signing in the space below and returning the original signed consent to the address listed below. You can also send a signed scanned copy to the email address listed below. Should you have any questions or wish to discuss this matter further, do not hesitate to contact me at 432-262-7303. We sincerely appreciate your cooperation in this matter.

Thank you for your time,



Christopher T. Hall  
Senior Landman  
David H. Arrington Oil Company, LLC

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Ector County Independent School District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"

**Lands:** 12.05 acres, more or less, out of the S/2 of Section 24, Block 42, T2S, A-465, being more particularly described in that certain Warranty Deed dated April 23, 1956, from Ray L. Parker and wife, Imogene Cox Parker, et al, Grantors, to Ector County Independent School District, Grantee, recorded in Volume 257, Page 519, of the Deed Records of Ector County, Texas, *INSOFAR AND ONLY INSOFAR* as said lands are limited to those depths from the surface to the base of the Wolfcamp Formation, which is defined for purposes of this Consent to Assign as the stratigraphic equivalent of the vertical depth of 10,112 feet below the surface as found on the Standard Neutron Gamma Log dated May 21, 1957, for the Headlee Devonian Unit Well No. 51-1 (API No. 42-135-06618) located in NE¼ of Section 24, Block 42, Township 2 South, T&P RR Co. Survey, Ector County, Texas.

289

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End of Exhibit "A"



## **REQUEST FOR APPROVAL OF RECOMMENDATIONS OF LIBRARY MATERIALS**

SB 13, enacted by the 89th Texas Legislature, introduces additional requirements regarding a school district's procedures for procuring library materials and/or accepting donations of books intended for a campus library.

The materials referenced have been thoroughly reviewed to ensure compliance with the Texas State Library and Archives Commission School Library Programs: Standards and Guidelines for Texas, as well as all requirements specified in EFB (LEGAL).

This list has been available to the public for 30 days before the Board voted to accept the titles that were donated or requested for procurement in accordance with legal requirements.

The Digital Learning Department requests approval of the list of recommended library materials.

## Library Materials Recommendations Requested for School Board Approval: October 2025

Book Request Date	Book Title	Author
September 6, 2025	The Dominion	Doug Peterson
September 6, 2025	A New England	Doug Peterson
September 6, 2025	The Ride	Doug Peterson
September 6, 2025	The Wilderness	Doug Peterson
September 6, 2025	Hunger Winter	Doug Peterson
September 6, 2025	Benji Franklin Saving Money	Raymond Bean
September 6, 2025	Barrel of Good Clean Jokes for Kids	Bob Phillips
September 6, 2025	The Tukor's Journey	Jeannine Kellogg
September 6, 2025	Grand Teton Stampede	C. R. Fulton
September 6, 2025	Smoky Mountain Survival	C. R. Fulton
September 6, 2025	Zion Gold Rush	C. R. Fulton
September 6, 2025	Rocky Mountain Challenge	C. R. Fulton
September 6, 2025	Grand Canyon Rescue	C. R. Fulton
September 6, 2025	Yellowstone Sabotage	C. R. Fulton
September 6, 2025	Ballad of Songbirds and Snakes	Suzanne Collins
September 6, 2025	Ankylosaurs : plated dinosaurs (Dinosaur Groups)	Hansen, Grace
September 6, 2025	Ceratopsians : horned-face dinosaurs (Dinosaur Groups)	Hansen, Grace
September 6, 2025	Ornithopods : two-footed dinosaurs (Dinosaur Groups)	Hansen, Grace
September 6, 2025	Sauropods : giant plant-eating dinosaurs (Dinosaur Groups)	Hansen, Grace
September 6, 2025	Stegosaurus : roofed dinosaurs (Dinosaur Groups)	Hansen, Grace
September 6, 2025	Theropods : meat-eating dinosaurs (Dinosaur Groups)	Hansen, Grace
September 6, 2025	Hot Mess Diary of a Wimpy Kid	Kinney, Jeff
September 6, 2025	Dog Man. Big Jim begins (Dog Man, Book 13)	Pilkey, Dav
September 6, 2025	Different ears of animals	Hansen, Grace
September 6, 2025	Different spikes & spines of animals	Hansen, Grace
September 6, 2025	Different tails of animals	Hansen, Grace

## Library Materials Recommendations Requested for School Board Approval: October 2025

Book Request Date	Book Title	Author
September 6, 2025	Adelie penguin	Hansen, Grace
September 6, 2025	Antarctic shag	Hansen, Grace
September 6, 2025	Gentoo penguin	Hansen, Grace
September 6, 2025	Leopard seal	Hansen, Grace
September 6, 2025	Southern minke whale	Hansen, Grace
September 6, 2025	Wandering albatross	Hansen, Grace
September 6, 2025	Perezoso (Spanish)	Hansen, Grace
September 6, 2025	Ocelote (Spanish)	Hansen, Grace
September 6, 2025	Llama (Spanish)	Hansen, Grace
September 6, 2025	Cormoran antartico (Spanish)	Hansen, Grace
September 6, 2025	Foca leopardo (Spanish)	Hansen, Grace
September 6, 2025	Pinguino de Adelia (Spanish)	Hansen, Grace
September 6, 2025	Pinguino juanito (Spanish)	Hansen, Grace
September 6, 2025	Rorcual austral (Spanish)	Hansen, Grace
September 6, 2025	Arctic fox	Hansen, Grace
September 6, 2025	Arctic hare	Hansen, Grace
September 6, 2025	Ermine	Hansen, Grace
September 6, 2025	Peary Caribou	Hansen, Grace
September 6, 2025	Snowy Owl	Hansen, Grace
September 6, 2025	Indian Cobra	Hansen, Grace
September 6, 2025	Pangolin	Hansen, Grace
September 6, 2025	Water Buffalo	Hansen, Grace
September 6, 2025	Becoming a Beetle	Hansen, Grace
September 6, 2025	Becoming a Fish	Hansen, Grace
September 6, 2025	Becoming a Fly	Hansen, Grace
September 6, 2025	Becoming a Mosquito	Hansen, Grace

## Library Materials Recommendations Requested for School Board Approval: October 2025

Book Request Date	Book Title	Author
September 6, 2025	American Mastodon	Murray, Julie
September 6, 2025	Dire Wolf	Murray, Julie
September 6, 2025	Giant Beaver	Murray, Julie
September 6, 2025	Giant short-faced bear	Murray, Julie
September 6, 2025	Sloth	Hansen, Grace
September 6, 2025	Anaconda (Spanish)	Hansen, Grace
September 6, 2025	Mercurio (Spanish)	Hansen, Grace
September 6, 2025	Neptuno (Spanish)	Hansen, Grace
September 6, 2025	Garfield	Hansen, Grace
September 6, 2025	Mickey Mouse	Hansen, Grace
September 6, 2025	Pikachu	Hansen, Grace
September 6, 2025	Snoopy	Hansen, Grace
September 6, 2025	Winnie the Pooh	Hansen, Grace
September 6, 2025	Taylor Swift : iconic music industry trailblazer	Hansen, Grace
September 6, 2025	Beyonce : boundary-breaking singer & entrepreneur	Hansen, Grace
September 6, 2025	Coco Gauff : major tennis champion	Hansen, Grace
September 6, 2025	Jenna Ortega : Scream queen & star of Wednesday	Hansen, Grace
September 6, 2025	Margot Robbie : bold Barbie actress & producer	Hansen, Grace
September 6, 2025	Carousels	Hansen, Grace
September 6, 2025	Atracciones acuaticas (Spanish)	Hansen, Grace
September 6, 2025	Atracciones interactivas (Spanish)	Hansen, Grace
September 6, 2025	Casas del terror (Spanish)	Hansen, Grace
September 6, 2025	Montanas rusas (Spanish)	Hansen, Grace
September 6, 2025	Norias (Spanish)	Hansen, Grace
September 6, 2025	Tiovivos (Spanish)	Hansen, Grace
September 6, 2025	Competitive Dance	Murray, Julie

## Library Materials Recommendations Requested for School Board Approval: October 2025

Book Request Date	Book Title	Author
September 6, 2025	Rhythmic Gymnastics	Murray, Julie
September 6, 2025	El sistema circulatorio (Spanish)	Hansen, Grace
September 6, 2025	El sistema nervioso (Spanish)	Hansen, Grace
September 6, 2025	El sistema oseo (Spanish)	Hansen, Grace
September 6, 2025	Consumers	Hansen, Grace
September 6, 2025	Decomposers	Hansen, Grace
September 6, 2025	Producers	Hansen, Grace
September 6, 2025	Cadena alimenticia (Spanish)	Hansen, Grace
September 6, 2025	Fotosíntesis (Spanish)	Hansen, Grace
September 6, 2025	Organismos consumidores (Spanish)	Hansen, Grace
September 6, 2025	Organismos productores (Spanish)	Hansen, Grace
September 6, 2025	Redes de alimentos (Spanish)	Hansen, Grace
September 6, 2025	Burps	Hansen, Grace
September 6, 2025	Earwax	Hansen, Grace
September 6, 2025	Farts	Hansen, Grace
September 6, 2025	Sweat	Hansen, Grace
September 6, 2025	Cera del Oído (Spanish)	Hansen, Grace
September 6, 2025	Eructos (Spanish)	Hansen, Grace
September 6, 2025	Flatulencias (Spanish)	Hansen, Grace
September 6, 2025	Laganas (Spanish)	Hansen, Grace
September 6, 2025	Mucosidades (Spanish)	Hansen, Grace
September 6, 2025	Sudor (Spanish)	Hansen, Grace
September 6, 2025	El Calor (Spanish)	Hansen, Grace
September 6, 2025	La Gravedad (Spanish)	Hansen, Grace
September 6, 2025	La Luz (Spanish)	Hansen, Grace
September 6, 2025	El Magnetismo (Spanish)	Hansen, Grace

## Library Materials Recommendations Requested for School Board Approval: October 2025

Book Request Date	Book Title	Author
September 6, 2025	El Movimiento (Spanish)	Hansen, Grace
September 6, 2025	El Sonido (Spanish)	Hansen, Grace
September 6, 2025	Biomás acuáticos (Spanish)	Hansen, Grace
September 6, 2025	Biomás marinos (Spanish)	Hansen, Grace
September 6, 2025	Bosques (Spanish)	Hansen, Grace
September 6, 2025	Desiertos (Spanish)	Hansen, Grace
September 6, 2025	Pastizales (Spanish)	Hansen, Grace
September 6, 2025	Tundra (Spanish)	Hansen, Grace
September 6, 2025	Jacqueline Woodson	Murray, Julie
September 6, 2025	Conectados a pesar de la distancia social (Spanish)	Hansen, Grace
September 6, 2025	Educación a distancia (Spanish)	Murray, Julie
September 6, 2025	Habitos saludables para estar seguros (Spanish)	Murray, Julie
September 6, 2025	Los héroes de la COVID-19 (Spanish)	Hansen, Grace
September 6, 2025	El virus de la COVID-19 (Spanish)	Hansen, Grace
September 6, 2025	Stan Lee : comic book writer & creator of Spider-Man	Hansen, Grace
September 6, 2025	Steve Jobs : computer pioneer & co-founder of Apple	Hansen, Grace



## **REQUEST FOR APPROVAL OF A TEA-APPROVED INNOVATIVE COURSE**

This is an initial request to implement the TEA innovative course *Navigating Life for Students Who are Deaf or Hard of Hearing*. The purpose of this course is to empower students who are Deaf or Hard of Hearing by providing opportunities to develop essential skills within the Extended Core Curriculum, while also earning a local elective credit toward graduation. The course is designed to equip students with knowledge and skills that will support their success in both secondary and post-secondary settings.

We plan to begin offering this course in the 2026–2027 school year.

Ector County Independent School District  
Information Systems  
District Master Schedule Course Add Form

1. Date: August 21, 2025 School Year to begin: 2026-2027
2. Requestor Name and Title: Carment Castro Toriano, Dir RDSPD
3. Reason for New Course: To incorporate the Extended Core Curriculum for scholars who are Deaf/ Hard of Hearing
4. TEA Abbreviated Course Title: NAVLOSS
5. TEA Service ID: N1290330 (found in code table CO22 of the PEIMS Data Standards)
6. Number of semesters:  1  2 (check one)
7. Number of credits (0.5, 1.0, etc.) for Semester 1: 0.5 Semester 2: 0.5
8. Number of periods the course meets: 1
9. Special Consideration Code: 1. X 2. \_\_\_\_\_ (maximum of two codes chosen from the following codes):  
A - Tech Prep Course                      P - Advanced Placement  
D - College Dual Credit                    Q - Pre-Advanced Placement  
G - Gifted/Talented                        V - Course taken with modified content  
I - IB    K - Pre IB                      Z - Distance Learning  
X - Innovative Course                      J - High School credit prior to 9<sup>th</sup> grade
10. Course Type (R=Regular, H= PreAP, Dual-not core, P= AP,IB,Dual-core): R

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FOR CAREER AND TECHNICAL COURSES ONLY:

Career/Tech Funding Weight: \_\_\_\_\_ (1, 2, 3, 4, 5, 6 hours)

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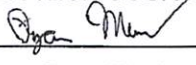
APPROVAL OF ALL COURSES: (signature is required)

Authorized Signature:  Date: 10/2/2025  
Dr. Robert Trejo

APPROVAL OF ADVANCED COURSE: (in addition to signature above)

Authorized Signature:  Date: 10/2  
Kristen Vesely

APPROVAL OF CAREER TECH COURSE: (in addition to signature above)

Authorized Signature:  Date: 10/3/2025  
Ryan Merritt

BOARD APPROVAL (signature required for innovative courses)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

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TO BE COMPLETED BY IS STAFF:

Course Number: \_\_\_\_\_ IS Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **PRESENTATION OF THE 2026 ECISD MEDICAL PLAN COMMITTEE UPDATE**

Administration will present the 2026 ECISD Medical Plan Committee update for the upcoming 2026 Medical Plan.



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## Medical Plan Update

October 21, 2025

# ECISD Claims History

## Ector County ISD 8 Year Claims History

Fiscal Year	Paid Claims	# Claims over \$100K	\$ of Claims over \$100k	Avg Cost per Claim	Large Claims as a % of Total Claims	Avg. Total Employees	PEPM Costs	Claims Over \$100k PEPM
2017	\$21,709,962	13	\$2,428,897	\$186,838	11%	3031	\$597	\$67
2018	\$21,598,245	18	\$4,005,065	\$222,504	19%	3282	\$548	\$102
2019	\$20,207,233	18	\$2,806,664	\$155,926	14%	2858	\$589	\$82
2020	\$22,058,211	10	\$3,125,053	\$312,505	14%	3049	\$603	\$85
2021	\$28,110,527	27	\$7,072,992	\$261,963	25%	3076	\$762	\$192
2022	\$27,491,914	20	\$5,443,182	\$272,159	20%	3,062	\$748	\$148
2023	\$29,983,402	26	\$7,482,504	\$287,789	25%	3,072	\$813	\$203
2024	\$26,284,776	24	\$7,501,280	\$312,553	29%	3,019	\$726	\$207
2025 YTD	\$19,829,640	17	\$4,297,602	\$252,800	22%	2,903	\$854	\$185
2025 Annualized	\$29,744,460	29	\$7,367,318	\$252,800	25%	2,903	\$854	\$211
8 year average	\$24,680,533.7	19	\$4,146,976	\$219,915	17%	3,056	\$673	\$113

300

# Health Plan Benefit and Rate Overview



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## Historical Benefit and Rate Overview (2018–2025)

**2018–2023:** No benefit or rate changes.

**2024:** Slight deductible increases; 5% rate increase (excluding Employee Only on Option III HSA).

**2025:** Higher deductibles and out-of-pocket maximums.

- No rate increase for Option I or Option III.
- Rate decrease for employees with dependents on Option III HSA.

# Health Plan Overview

## 2026 Outlook

- Adjustments required for 2026 to manage rising healthcare costs.
- **Premiums:** ~7% increase across plans (Employee Only HSA remains no cost).
- **Medical Administrator:** Transition from *Aetna* → *Blue Cross Blue Shield (BCBS)* for improved network discounts and savings.
- **Pharmacy Administrator:** Transition from *PCA Rx* → *LucyRx* for better pricing, international sourcing, and co-pay assistance.
- **Note:** Separate out-of-pocket maximums for medical and pharmacy expenses (slight overall increase).
- All other programs (CareATC Clinic, RECURO, Virta, etc.) remain unchanged.

# Health Plan Cost Drivers

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- **2021:** 26 claims > \$100K totaling \$7M
  - 0.5% of members accounted for 26% of costs.
- **2022:** 20 claims > \$100K totaling \$5.5M
  - 0.4% of members accounted for 20% of claims.
- **2023:** 27 claims > \$100K totaling \$7.6M
  - 0.5% of members accounted for 25% of costs.
- **2024 YTD:** 15 large claims totaling \$3.6M (29% of total).
- **2025 YTD:** 17 large claims totaling \$4.3M (22% of total).
- *Large claims continue to be the primary driver of plan cost*

# 2026 Plan Changes

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## OPTION I

Medical OOP Max: \$6,750 individual / \$13,500 family  
Pharmacy OOP Max: \$2,750 individual / \$5,500 family  
2025 combined OOP maximum is \$9,000 / \$18,000 family

## OPTION II

Medical OOP Max: \$6,000 individual / \$12,000 family  
Pharmacy OOP Max: \$2,500 individual / \$5,000 family  
  
2025 combined OOP is \$8,000 individual / \$16,000 family

## OPTION III HSA

Medical Deductible: \$2,000 individual / \$4,000 family  
Pharmacy Deductible: \$1,750 individual / \$3,500 family  
Medical OOP Max: \$6,000 individual / \$12,000 family  
Pharmacy OOP Max: \$2,500 individual / \$5,000 family  
2025 combined deductible \$3,250 individual / \$6,500 family  
2025 combined OOP \$8,000 individual / \$16,000 family

304

# 2026 Rates

Proposed 2026 Rates				
	CENSUS	RATE	EE COST	INCREASE
<b>OPTION 1</b>				
Employee	1,292	\$570.00	\$190.00	<b>\$40.00</b>
EE + Spouse	82	\$1,160.00	\$780.00	<b>\$75.00</b>
EE + Child	180	\$890.00	\$510.00	<b>\$57.00</b>
EE + Children	171	\$970.00	\$590.00	<b>\$64.00</b>
EE/Family	154	\$1,415.00	\$1,035.00	<b>\$93.00</b>
<b>Total:</b>	<b>1,879</b>			
<b>OPTION II</b>				
Employee	505	\$470.00	\$90.00	<b>\$30.00</b>
EE + Spouse	22	\$985.00	\$605.00	<b>\$65.00</b>
EE + Child	51	\$765.00	\$385.00	<b>\$52.00</b>
EE + Children	72	\$820.00	\$440.00	<b>\$55.00</b>
EE/Family	54	\$1,195.00	\$815.00	<b>\$77.00</b>
<b>Total:</b>	<b>704</b>			
<b>Optin III HSA</b>				
Employee	251	\$380.00	\$0.00	<b>\$0.00</b>
EE + Spouse	5	\$935.00	\$555.00	<b>\$60.00</b>
EE + Child	17	\$730.00	\$350.00	<b>\$50.00</b>
EE + Children	22	\$775.00	\$395.00	<b>\$50.00</b>
EE/Family	20	\$1,155.00	\$775.00	<b>\$75.00</b>
<b>Total:</b>	<b>315</b>			
<b>INDEMNITY Plan</b>	<b>1060</b>	<b>\$380.00</b>		

# Open Enrollment

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## 2026 Annual Benefits Enrollment

- **Open Enrollment:** October 27 – November 21, 2025
- **Eligibility:** All benefits-eligible ECISD employees
- **No rate increase for ancillary benefits**
- **Enrollment Options:**
  - In-person agent assistance
  - Online self-enrollment
  - Telephone enrollment

## Requirements

- Proof of dependents (marriage license or birth certificates)
- SSN required for most ancillary benefits
- Employee signature required upon completion

306

The slide features several large, overlapping geometric shapes in teal, yellow, and green. In the top right, there is a cluster of overlapping shapes: a teal parallelogram, a yellow parallelogram, a green parallelogram, a teal parallelogram, and a yellow diamond. In the bottom left, there is a teal triangle pointing right, a green triangle pointing left, and a yellow parallelogram. The text "QUESTIONS ?" is centered on the slide.

**QUESTIONS ?**



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees  
**FROM:** Dr. Keeley Boyer, Superintendent of Schools  
**SUBJECT:** POSSIBLE ACTION ON SUPERINTENDENT'S CONTRACT  
**DATE:** October 21, 2025

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Ector County ISD Board of Trustees may take action on the Superintendent's Contract.

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Administrative Recommendation:

Possible action to approve Superintendent's Contract.



## INFORMATION ITEMS

- Financials
- Purchases Over \$50,000 Informational Report
- Routine Personnel Report



## **FINANCIALS**

The financial statements for the three required adopted budgets for the most recently closed month for the current fiscal year follow.

**GENERAL FUND (199) YTD BUDGET REPORT**  
 AUGUST 31, 2025

FOR 2026 02

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>199 GENERAL FUND</b>							
00 GENERAL LEDGER AND REVENUE	-369,185,000	-1,004,500	-370,189,500	-4,601,686.00	.00	-365,587,814.00	1.2%
11 INSTRUCTION	211,629,923	1,049,523	212,679,446	17,785,842.60	147,460,885.26	47,432,718.14	77.7%
12 INSTRUCTIONAL RES & MEDIA SERV	2,020,954	126,912	2,147,866	302,829.84	1,329,961.92	515,074.24	76.0%
13 CURRICULUM & STAFF DEVELOPMENT	9,347,135	0	9,347,135	1,215,206.95	4,773,753.23	3,358,174.82	64.1%
21 INSTRUCTIONAL LEADERSHIP	5,662,506	0	5,662,506	841,841.59	3,432,460.99	1,388,203.42	75.5%
23 SCHOOL LEADERSHIP	21,728,046	0	21,728,046	3,421,045.67	15,492,100.35	2,814,899.98	87.0%
31 GUID, COUNS & EVALUATION SERVS	17,546,309	0	17,546,309	2,335,961.41	13,638,168.59	1,572,179.00	91.0%
32 SOCIAL WORK SERVICES	1,732,378	0	1,732,378	188,649.97	1,006,931.72	536,796.31	69.0%
33 HEALTH SERVICES	3,257,259	0	3,257,259	322,043.34	2,605,409.71	329,805.95	89.9%
34 STUDENT TRANSPORTATION	11,909,952	98,990	12,008,942	563,222.42	5,050,787.90	6,394,931.68	46.7%
36 CO/EXTRACURRICULAR ACTIVITIES	8,113,940	51,870	8,165,810	1,031,826.50	3,205,675.34	3,928,308.16	51.9%
41 GENERAL ADMINISTRATION	9,310,815	40,532	9,351,347	1,395,077.06	6,027,994.01	1,928,275.93	79.4%
51 FACILITIES MAINT & OPERATIONS	39,715,583	961,024	40,676,607	3,741,229.98	21,725,056.42	15,210,320.60	62.6%
52 SECURITY & MONITORING SERVICES	6,640,841	0	6,640,841	1,222,303.01	4,619,011.79	799,526.20	88.0%
53 DATA PROCESSING SERVICES	14,904,098	372,870	15,276,968	1,850,328.13	5,846,844.70	7,579,795.17	50.4%
61 COMMUNITY SERVICES	1,500,512	0	1,500,512	213,491.87	1,135,883.87	151,136.26	89.9%
71 DEBT SERVICE	1,359,000	0	1,359,000	144,804.38	571,135.62	643,060.00	52.7%
81 FACILITIES ACQUISITION & CONST	4,431,749	818,906	5,250,655	86,819.90	2,215,210.10	2,948,625.00	43.8%
99 INTERGOVERNMENTAL CHARGES	2,374,000	0	2,374,000	.00	2,374,000.00	.00	100.0%
<b>TOTAL GENERAL FUND</b>	<b>4,000,000</b>	<b>2,516,127</b>	<b>6,516,127</b>	<b>32,060,838.62</b>	<b>242,511,271.52</b>	<b>-268,055,983.14</b>	<b>4213.7%</b>
TOTAL REVENUES	-369,710,000	-1,004,500	-370,714,500	-4,601,686.00	.00	-366,112,814.00	
TOTAL EXPENSES	373,710,000	3,520,627	377,230,627	36,662,524.62	242,511,271.52	98,056,830.86	
<b>GRAND TOTAL</b>	<b>4,000,000</b>	<b>2,516,127</b>	<b>6,516,127</b>	<b>32,060,838.62</b>	<b>242,511,271.52</b>	<b>-268,055,983.14</b>	<b>4213.7%</b>

311

\*\* END OF REPORT - Generated by BAUMANN, DUSTY \*\*

**SCHOOL NUTRITION (240) YTD BUDGET REPORT**  
 AUGUST 31, 2025

FOR 2026 02

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>240 SCHOOL NUTRITION</b>							
00 GENERAL LEDGER AND REVENUE	-21,827,628	0	-21,827,628	-1,707,564.77	.00	-20,120,063.23	7.8%
35 FOOD SERVICE	21,827,628	550,457	22,378,085	1,249,925.85	10,977,906.64	10,150,252.51	54.6%
TOTAL SCHOOL NUTRITION	0	550,457	550,457	-457,638.92	10,977,906.64	-9,969,810.72	1911.2%
TOTAL REVENUES	-21,827,628	0	-21,827,628	-1,707,564.77	.00	-20,120,063.23	
TOTAL EXPENSES	21,827,628	550,457	22,378,085	1,249,925.85	10,977,906.64	10,150,252.51	
GRAND TOTAL	0	550,457	550,457	-457,638.92	10,977,906.64	-9,969,810.72	1911.2%
** END OF REPORT - Generated by BAUMANN, DUSTY **							

**DEBT SERVICE (599) YTD BUDGET REPORT**  
 AUGUST 31, 2025

FOR 2026 02

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>599 DEBT SERVICE FUND</b>							
00 GENERAL LEDGER AND REVENUE	-48,949,768	0	-48,949,768	-556,334.29	.00	-48,393,433.71	1.1%
71 DEBT SERVICE	48,949,768	0	48,949,768	31,098,570.32	9,699,023.64	8,152,174.04	83.3%
TOTAL DEBT SERVICE FUND	0	0	0	30,542,236.03	9,699,023.64	-40,241,259.67	100.0%
TOTAL REVENUES	-48,949,768	0	-48,949,768	-556,334.29	.00	-48,393,433.71	
TOTAL EXPENSES	48,949,768	0	48,949,768	31,098,570.32	9,699,023.64	8,152,174.04	
GRAND TOTAL	0	0	0	30,542,236.03	9,699,023.64	-40,241,259.67	100.0%

\*\* END OF REPORT - Generated by BAUMANN, DUSTY \*\*





## **PURCHASES OVER \$50,000 INFORMATIONAL REPORT**

The purchases over \$50,000 for the previous month of the current fiscal year follow. The report includes all such large purchases, regardless of required previous board approval.

As per Board Policy CH (local), the Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost:

1. A purchase made pursuant to a Board-approved interlocal contract or a cooperative purchasing program, in accordance with law;
2. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL) or CBB(LEGAL)]; or
3. A continuing or periodic purchase under a Board-approved bid or contract.

## ECISD New Purchase Orders Over \$50,000 Report for September 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	09/10/2025	26003494	ALLEN TEINERT CONSTRUCTION	\$ 84,931,682	REPLACING PO 25012452 2023 BOND PROGRAM NEW CONSTRUCTION AND RENOVATION FOR ECISD NEW CTE FACILITY	ECISD AWARDED RFQ 24-26-2	693-81-6629-00-017-99-10024	BETHANY IBARRA	DISTRICT OPERATIONS
2	09/02/2025	26003116	ALLEN TEINERT CONSTRUCTION	\$ 75,110,330	REPLACING PO 25006422 CONSTRUCTION FOR NEW MIDDLE SCHOOL	ECISD AWARDED RFQ 24-26-2	693-81-6629-00-049-99-50024	BETHANY IBARRA	DISTRICT OPERATIONS
3	09/26/2025	26004152	HENTHORN COMMERCIAL CONSTRUCTION LLC	\$ 6,597,996	AG FARM CONSTRUCTION	ECISD AWARDED RFP 26-01	693-81-6629-00-698-99-20024	BETHANY IBARRA	DISTRICT OPERATIONS
4	09/02/2025	26003114	GALLAGHER CONSTRUCTION COMPANY LP	\$ 3,665,000	REPLACING PO 25001452 GALLAGHER-OVERSIGHT OF MS & CTE HS	ECISD AWARDED 24-16	693-81-6629-00-017-99-10024 693-81-6629-00-049-99-50024	BETHANY IBARRA	DISTRICT OPERATIONS
5	09/03/2025	26003167	HOHENBERGER INC	\$ 3,237,319	REPLACEMENT PO 25005580 BOND 2023 TECH PA/BELLS/CLOCK REFRESH-HARDWARE	ECISD AWARDED RFP 25-06-1	693-11-6639-00-864-11-70224	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
6	09/04/2025	26003182	A-Z BUS TEXAS LLC	\$ 2,880,219	REPLACING PO 25008232 BUSES FOR TRANSPORTATION 5 - Blue Bird BBCV 3303 72 Seat Capacity 3 - Blue Bird BBCV 2610 48 Seat Capacity 2 - Micro Bird G5 GM 14 Seat Capacity 5 - Blue Bird BBCV 3303 72 Seat Capacity 3 - Blue Bird BBCV 2311 47 Seat Capacity	BUYBOARD 722-23	199-34-6631-01-986-99- 693-34-6631-00-986-99-63224	BETHANY IBARRA	DISTRICT OPERATIONS
7	09/02/2025	26003071	PBK ARCHITECTS, INC	\$ 1,699,955	REPLACING PO 25002390 Construction Services related to New Middle School situated in Ector County, Texas at Sections 34 & 35 of Block 43, Odessa, TX Legally described as: 40 acres out of T-2-S, BLK 43, SEC 34 (Card #1) WH McCollum undivided in 640 acres.	ECISD AWARDED RFQ 24-13	693-81-6629-00-049-99-50024	BETHANY IBARRA	<b>316</b> DISTRICT OPERATIONS
8	09/19/2025	26003854	MID-TEX OF MIDLAND INC	\$ 1,352,216	REPLACING PO 25012337 CONSTRUCTION FOR JROTC	ECISD AWARDED RFP 25-19	693-81-6629-00-861-99-40524	BETHANY IBARRA	DISTRICT OPERATIONS
9	09/02/2025	26003072	PBK ARCHITECTS, INC	\$ 1,087,417	REPLACING PO 25002389 Construction Services related to CTE Building situated in Ector County, E Murphy St., Odessa, TX 79761.	ECISD AWARDED RFQ 24-13	693-81-6629-00-017-99-10024	BETHANY IBARRA	DISTRICT OPERATIONS
10	09/10/2025	26003486	AMSTAR INC	\$ 957,528	REPLACING PO 25010853 BURLESON P1P2 PROJECTS/REMODEL	BUYBOARD 728-24	693-81-6629-00-136-99-65724 693-81-6629-00-136-99-65224 199-51-6299-00-136-99-	BETHANY IBARRA	DISTRICT OPERATIONS
11	09/02/2025	26003049	ATMOS ENERGY	\$ 844,367	REPLACING PO 25010926 NEW MIDDLE SCHOOL-UTILITIES INFRASTRUCTURE	NATURAL GAS SERVICES	693-81-6629-00-049-99-50024	BETHANY IBARRA	DISTRICT OPERATIONS
12	09/10/2025	26003487	AMSTAR INC	\$ 692,567	REPLACING PO 25010854 TRAVIS P1P2 PROJECTS	BUYBOARD 728-24	693-81-6629-00-122-99-65724 693-81-6629-00-122-99-65224 693-81-6629-00-122-99-65524	BETHANY IBARRA	DISTRICT OPERATIONS
13	09/08/2025	26003358	SANSI NORTH AMERICA, LLC	\$ 561,582	PHS AUDITORIUM SCREEN	BUYBOARD 760-25	693-81-6639-00-003-99-40124	THELMA CHAPA	FINE ARTS
14	09/02/2025	26003051	CDW-G	\$ 539,900	REPLACEMENT PO 25000958 BOND 2023 TECHNOLOGY SURVIELLANCE	SOURCEWELL 121923- ECTOR COUNTY ISD (121923)	693-52-6639-00-864-99-70324	JENNIFER VALENCIA	INFORMATION TECHNOLOGY

## ECISD New Purchase Orders Over \$50,000 Report for September 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
15	09/26/2025	26004130	COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN INC	\$ 520,000	COMMUNITIES IN SCHOOLS (CIS)	INTERLOCAL AGREEMENT	199-32-6299-00-003-24- 199-32-6299-00-042-24- 199-32-6299-00-131-30- 199-32-6299-00-043-24- 199-32-6299-00-130-30- 199-32-6299-00-047-24- 199-32-6299-00-045-24- 199-32-6299-00-046-24- 199-32-6299-00-110-30- 199-32-6299-00-132-30- 199-32-6299-00-044-24- 199-32-6299-00-107-30- 199-32-6299-00-004-28- 199-32-6299-00-126-30- 199-32-6299-00-002-24-	DIANE SOLLIS	GUIDANCE & COUNSELING
16	09/02/2025	26003064	GREENWOOD PUBLISHING GROUP LLC	\$ 455,007	PERSONALIZED PATH ELA	REGION 18 ESC R18-626-102-146	211-11-6248-00-851-30-21126	ELSA ENRIQUEZ	ACADEMICS
17	09/10/2025	26003493	GALLAGHER CONSTRUCTION COMPANY LP	\$ 360,000	REPLACING PO 25008806 PROJECT MANAGEMENT SERVICES - TRANSITION LEARNING CENTER (TLC)	ECISD RFQ 24-16	693-81-6629-00-002-99-30024	BETHANY IBARRA	DISTRICT OPERATIONS
18	09/02/2025	26003115	TERRACON CONSULTANTS INC	\$ 331,670	REPLACING PO 25006894 MATERIALS TESTING FOR NEW MIDDLE SCHOOL	ECISD AWARDED RFP #24-27	693-81-6629-00-049-99-50024	BETHANY IBARRA	DISTRICT OPERATIONS
19	09/30/2025	26004218	THE UNIVERSITY OF TEXAS AT AUSTIN	\$ 300,000	UTEACH BLENDED LEARNING 2025-26 BL UTeach Classes - UTPD ECISD 2024-2025 Cohorts - Foundations of Blended Learning - Advanced Blended Learning - Blended Learning Coaching and Collaboration.	INTERLOCAL AGREEMENT	429-13-6411-BL-864-11-43926	JESSICA MARICHALA	INFORMATION TECHNOLOGY
20	09/02/2025	26003083	THE CLAVIER GROUP INC	\$ 267,076	PHS AUDITORIUM PIANO	BUYBOARD 619-20	693-81-6639-00-003-99-40124	THELMA CHAPA	FINE ARTS
21	09/02/2025	26003070	PARKHILL, SMITH & COOPER, INC.	\$ 197,936	REPLACING PO 25002387 Construction Services related to Permian Auditorium Renovations.	ECISD AWARDED RFQ 24-13	693-81-6629-00-003-99-40124	BETHANY IBARRA	DISTRICT OPERATIONS
22	09/12/2025	26003578	FIRETROL PROTECTION SYSTEMS INC	\$ 166,808	NEW FIRE ALARM SYSTEM- WEST	BUYBOARD 751-24	199-81-6629-00-132-99-	KATERINA AGUIRRE	DISTRICT OPERATIONS
23	09/02/2025	26003118	COMMAND COMMISSIONING LLC	\$ 145,552	REPLACING PO 25006319 NEW MIDDLE SCHOOL-COMMISSIONING Commissioning services for the New Middle School. Proposal includes manpower and expertise to perform commissioning of the HVAC, Power, Lighting Controls, and Plumbing systems.	ECISD AWARDED RFQ 25-09	693-81-6629-00-049-99-50024	BETHANY IBARRA	DISTRICT OPERATIONS
24	09/10/2025	26003497	SAFEBUILT TEXAS LLC	\$ 144,266	REPLACING PO 25005563 CODE REVIEW AND BUILDING INSPECTION-NEW MIDDLE SCHOOL	ECISD AWARDED RFQ 25-08	693-81-6629-00-049-99-50024	BETHANY IBARRA	DISTRICT OPERATIONS
25	09/24/2025	26004021	CDW-G	\$ 143,609	NETAPP-4HR RENEWAL 2025-2026	SOURCEWELL 121923-ECTOR COUNTY ISD (121923)	199-53-6248-38-864-99-	MARTHA ALMAGUER	INFORMATION TECHNOLOGY
26	09/23/2025	26003979	SHI GOVERNMENT SOLUTIONS INC	\$ 141,000	TECH SUPPORT AND SOFTWARE FOR SCHOOL BUS ROUTES	OMNIA 2024056-02	199-34-6394-00-986-99-	LYDIA BAEZA	TRANSPORTATION

## ECISD New Purchase Orders Over \$50,000 Report for September 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
27	09/25/2025	26004115	SUMMIT K12 HOLDING INC	\$ 138,495	SUMMIT K-12 4,000 - TX Connect to Literacy ELD	CHOICE PARTNERS 24/0305G-14	199-11-6248-89-875-24-	MIRIAMN AVARRETE	BILINGUAL EDUCATION
28	09/02/2025	26003111	DLR GROUP INC OF TEXAS , A TEXAS CORPORATION	\$ 116,825	REPLACING PO 25001622 Construction Services related to Transition Learning Center	ECISD AWARDED RFQ 24-13	693-81-6629-00-002-99-30024	BETHANY IBARRA	DISTRICT OPERATIONS
29	09/23/2025	26003988	SAMEGOAL INC	\$ 112,768	RS/SPED/SAMEGOAL SameGoal is a modern, user-friendly documentation, management and compliance platform for Texas Special Programs:  Special Education Section 504 RTI/MTSS Emergent Bilingual Gifted/Talented	TIPS 230504	199-11-6248-10-871-23-	ROMI SCOWN	SPECIAL EDUCATION
30	09/24/2025	26004051	TUXEDO CONNECT LLC	\$ 108,315	ECTOR MS BAND UNIFORMS 270 - Flat Front polyester and adjustable tuxedo pants 270 - Men's Black Microfiber Shirts 270 - VANGELO Men Dress Shoe TUX-12 Oxford Formal 65 - Concert Denise Dress 115 - Women's mid rise polyester dress pants 115 - Women's Black Microfiber Shirts 155 - Women's Black Flats 400 - Black 54" non-woven Dress/Tux garment zipper bag 270 - Flat Front polyester and adjustable tuxedo pants 270 - Men's Black Microfiber Shirts 270 - VANGELO Men Dress Shoe TUX-12 Oxford Formal 65 - Concert Denise Dress 115 - Women's mid rise polyester dress pants 115 - Women's Black Microfiber Shirts 155 - Women's Black Flats 400 - Black 54" non-woven Dress/Tux garment zipper bag	BUYBOARD 773-25	693-36-6390-00-047-99-40424	THELMA CHAPA	318  FINE ARTS
31	09/08/2025	26003346	DANA SAFETY SUPPLY	\$ 102,009	OUTFITTING FOR DURANGOS	BUYBOARD 698-23	199-52-6631-00-952-99-	NOEMI RAMOS	DISTRICT POLICE DEPARTMENT
32	09/29/2025	26004163	TEXAS COUNCIL OF ADMINISTRATORS OF	\$ 99,500	RS/SPED/SD/TCASE CONTRACT CONSULTANT SERVICES TO PERFORM DISTRICT SUPPORT FOR IMPROVING STUDENT OUTCOMES AND ADDRESSING SIGNIFICANT DISPROPORTIONALITY AT ECISD CAMPUSES	TIPS 230601	224-21-6299-SD-871-23-22426	ROMI SCOWN	SPECIAL EDUCATION
33	09/24/2025	26004032	THE BOSWORTH LTD	\$ 99,000	MDF ROOM HVAC REPLACEMENTS 20 - HVAC Unit replacements in 20 Campus MDF Rooms	ECISD AWARDED RFP 24-30-2	199-51-6299-00-965-99-	KENT CLARK	MAINTENANCE SERVICES
34	09/04/2025	26003200	BLUEFIN LLC	\$ 90,484	REPLACING PO 25007555 ECTOR MS-ROOF DESIGN FEES	ECISD AWARDED RFQ 24-10 ADDENDUM 1	693-81-6629-00-047-99-65224	BETHANY IBARRA	DISTRICT OPERATIONS

## ECISD New Purchase Orders Over \$50,000 Report for September 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
35	09/12/2025	26003599	TUXEDO CONNECT LLC	\$ 89,273	CROCKETT BAND UNIFORMS 175 - Flat Front polyester and adjustable tuxedo pant 175 - Men's Black Microfiber Shirts 175 - Southeastern Apparel Corelli Dress 175 - Women's Black Flats 175 - Bravo Shoes TUX-12 Oxford Lace Up Patent Shoe 175 - Round Buckle Belt in Claret SEPA 175 - Black Bow Tie Men's 175 - Claret Red Bow Ties Men's 175 - Flat Front polyester and adjustable tuxedo pant 175 - Men's Black Microfiber Shirts 175 - Southeastern Apparel Corelli Dress 175 - Women's Black Flats 175 - Bravo Shoes TUX-12 Oxford Lace Up Patent Shoe 175 - Round Buckle Belt in Claret SEPA 175 - Black Bow Tie Men's 175 - Claret Red Bow Ties Men's	BUYBOARD 773-25	693-36-6390-00-044-99-40424	THELMA CHAPA	FINE ARTS
36	09/05/2025	26003279	PUBLIC IMPACT LLC	\$ 85,877	2025-2026 OPPORTUNITY CULTURE PL/COACHING CONSULTATIONS	ECISD AWARDED RFP 25-36	255-13-6299-00-850-24-25526	DUSTY MUNOZ	TALENT DEVELOPMENT
37	09/02/2025	26003121	EXPLOROS INC	\$ 79,347	7,077 - Social Studies Gold Program with Pre-Post Tests (TIA) Student Seat	BUYBOARD 692-23	211-11-6394-00-851-30-21126 211-13-6299-00-851-30-21126	ELSA ENRIQUEZ	ACADEMICS <b>319</b>
38	09/26/2025	26004131	FIRETROL PROTECTION SYSTEMS INC	\$ 78,977	NEW FIRE ALARM SYSTEM- CHANCELLOR HOUSE	BUYBOARD 751-24	715-81-6629-01-965-99-	KATERINA AGUIRRE	DISTRICT OPERATIONS
39	09/16/2025	26003707	SAM PACK FIVE STAR FORD	\$ 71,096	1 - 2026 FORD F350 CHASSIS	BUYBOARD 724-23	199-52-6631-00-952-99-	NOEMI RAMOS	DISTRICT POLICE DEPARTMENT
40	09/17/2025	26003774	N-TUNE MUSIC & SOUND INC	\$ 66,978	#37 BONHAM BAND BOND INSTRUMENTS 1 - YBS480 Yamaha Intermediate Bari Sax 1 - Drum w/Stand CB032S7 Yamaha Int. Concert Bass Drum w/Tilting Stand 1 - YCH6118C Yamaha 1.5 Oct Intermediate Chimes, 1.25" Brass Tubes 2 - JEP1005S Jupiter Euphonium, Upright Valves, Silver 2 - H379 Holton H379 French Horn 1 - YTS480 Yamaha Intermediate Tenor Sax 1 - EBB534 Eastman Pro 4/4 Tuba, 4-Piston Front Action 1 - TP7304 Yamaha Timpani 4-Set 1 - GAO26 Adams 2.6 Octave Glockenspiel	BUYBOARD 712-23, 739-24, & 655-21	693-11-6397-00-861-11-40224 693-11-6639-00-861-11-40224	THELMA CHAPA	FINE ARTS
41	09/22/2025	26003884	ACE MART RESTAURANT SUPPLY CO	\$ 66,175	2 - REACHIN REFRIGERATOR Traulsen Model RHT232WUT-FHS 1 - PASSTHRU REFRIGERATOR Traulsen Model RHT132WPUT-HHS 1 - PASSTHRU HEATED CABINET Traulsen Model RHF132WP-HHS	ECISD AWARDED IFB 26-02	240-35-6639-00-974-99-	MARGARITA CORRAL	SCHOOL NUTRITION
42	09/23/2025	26003943	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	\$ 63,286	OWNER-CONTROLLED INSURANCE PROGRAM (OCIP) THAT COVERS CONSTRUCTION PROJECT'S LIABILITIES - AG FARM FACILITY	MIDLAND ISD RFQ 24-26	693-81-6426-00-698-99-20024	BETHANY IBARRA	DISTRICT OPERATIONS

## ECISD New Purchase Orders Over \$50,000 Report for September 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
43	09/19/2025	26003864	CDW-G	\$ 61,673	2,258 GENETEC ADV K12 EDU RENEWAL 1YR 2025-2026	SOURCEWELL 121923-ECTOR COUNTY ISD (121923)	199-53-6248-38-864-99-	MARTHA ALMAGUER	INFORMATION TECHNOLOGY
44	09/18/2025	26003844	SAM TELL AND SON INC	\$ 60,866	1 - CONVECTION OVEN, GAS Vulcan Model VC44GD 1 - RANGE, 36", 6 OPEN BURNERS Endurance™ Restaurant Range, natural gas, 36" 38 - CART, UTILITY/BUSSING Channel Custom Model	ECISD AWARDED IFB 26-02	240-35-6397-00-974-99-	MARGARITA CORRAL	SCHOOL NUTRITION
45	09/08/2025	26003343	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	\$ 58,332	REPLACING PO 25006491 OWNER-CONTROLLED INSURANCE PROGRAM (OCIP) THAT COVERS CONSTRUCTION PROJECT'S LIABILITIES	MIDLAND ISD RFQ 24-26	693-81-6426-00-049-99-50024	BETHANY IBARRA	DISTRICT OPERATIONS
46	09/11/2025	26003509	TEACHERS FIRST LLC	\$ 57,520	100 - TODDLE AI APP FOR TEACHERS PEASE ELEMENTARY (500-749 USERS) CROCKETT MIDDLE SCHOOL (1250-1499 USERS) ODESSA HIGH SCHOOL (75-99 USERS)	Piggyback Dallas ISD RFP FR-206298 Expires June 30, 2026	199-11-6394-IB-881-11-	LAURA SAMANIEGO	ADVANCED ACADEMIC SERVICES
47	09/08/2025	26003370	DANA SAFETY SUPPLY	\$ 54,741	REPLACING PO 25008800 NEW VESTS 25 - TRAMBLKBR55-2 AE TRAVERSE HALF MOLLE BLACK 18 - RZRXTM3ABRV AREX RAZOR XT IIIA PANNELS MALE 3 - RZRF3ARG2BRV AREX RAZOR XT IIIA PANNELS FEMALE STRUCTURED 3 - AE, RZR3ARBRV, RAZOR IIIA PANNELS FEMALE UNSTRUCTURED 24 - AE ID TAGS 17 - TRAMBLKBR55-2 AE TRAVERSE HALF MOLLE BLACK 17 - RZRXTM3ABRV AREX RAZOR XT IIIA PANNELS MALE	BUYBOARD 698-23	199-52-6397-00-952-99-289-52-6397-00-952-99-30525	NOEMI RAMOS	320 DISTRICT POLICE DEPARTMENT
48	09/02/2025	26003110	7 MINDSETS ACADEMY LLC	\$ 52,000	BASE EDUCATION SOFTWARE DISTRICT SIZE 5000 PLUS STUDENTS MIDDLE / HIGH SCHOOL MODULES	ECISD AWARDED RFP 21-04	289-11-6248-00-855-30-29126	DIANE SOLLIS	GUIDANCE & COUNSELING
49	09/23/2025	26003940	REGION 18 EDUCATION SERVICE CENTER	\$ 50,000	2025-2026 POWERSCHOOL JOB APPLICANT TRACKING SYSTEM	REGION 18 ESC CS-01-HR	199-41-6239-10-935-99-	OLIVIA LUNA	HUMAN RESOURCES

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
Odessa, Texas

**MEMORANDUM**

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

RE: Routine Personnel Report for September 2025

DATE: 9/30/2025

**Elementary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
GERMAN MOIX MONCLUS	FOURTH GRADE BILINGUAL	SAN JACINTO ELEMENTARY SCHOOL	09/09/25
ALVIRA GEONZON RAMIREZ	SPED TEACHER	WEST ELEMENTARY SCHOOL	09/09/25
MYLIN QUINTO	SPED TEACHER	NOEL ELEMENTARY SCHOOL	09/09/25
SHERRENETTE SENO	SPED TEACHER	IRELAND ELEMENTARY SCHOOL	09/09/25
KANDY PUPO	FOURTH GRADE BILINGUAL	SAM HOUSTON ELEMENTARY SCHOOL	09/11/25
LISETTE SANCHEZ DE LA CRUZ	FOURTH GRADE BILINGUAL	GOLIAD ELEMENTARY SCHOOL	09/16/25
SEAN WAMINAL	SPED TEACHER	DOWLING ELEMENTARY SCHOOL	09/16/25
KATHLYN FELIX	MUSIC TEACHER	BLACKSHEAR ELEMENTARY SCHOOL	09/16/25
MALOU LIM	SPED TEACHER	WEST ELEMENTARY SCHOOL	09/22/25
VENUS ARCOS	PE TEACHER	SAN JACINTO ELEMENTARY	09/22/25

**Secondary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
SMITA PATIL	SCIENCE	ODESSA HIGH SCHOOL	09/02/25
LETICIA COVARRUBIAS	SPANISH	ALTERNATIVE EDUCATION CENTER	09/12/25
HERLYN TRINIDAD	ELAR	ECTOR MIDDLE SCHOOL	09/09/25
MERALYN PAGADUAN	SPED TEACHER	ECTOR MIDDLE SCHOOL	09/09/25
MARY ABAS	SPED TEACHER	PERMIAN HIGH SCHOOL	09/16/25

**Administrative Level Recommendations**

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
DIANA FLORES	SPECIALIST, CAMPUS BILINGUAL	WEST ELEMENTARY SCHOOL	09/29/25
RUBIANA VERGEL	SOCIAL SERVICE SPECIALIST	STUDENT ASST SERVICES	09/22/25
ASHLEY REYES	NURSE	NURSING SERVICES	09/02/25
EMMA SALAZAR	COUNSELOR. ELEM SAS	GUIDANCE & COUNSELING	09/08/25
BARBARA MORENO	SPECIALIST, CAMPUS READING	GOLIAD ELEMENTARY SCHOOL	09/15/25

**Elementary Level Resignations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
SHELLY CARRILLO	SPED TEACHER	SAN JACINTO ELEMENTARY SCHOOL	09/05/25
JESUS BRIONES	SECOND GRADE REG	JORDAN ELEMENTARY SCHOOL	09/05/25
KELLY BESS	THIRD GRADE REG	JORDAN ELEMENTARY SCHOOL	09/15/25
CHRISTINE OGUIS	SPED TEACHER	SAN JACINTO ELEMENTARY SCHOOL	09/19/25

**Secondary Level Resignations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
LEA GUTIERREZ	BUISNESS EDUCATION	ALTERNATIVE EDUCATION CENTER	09/15/25
ALYSSA TEIJEIRO-FICHT	ELAR	ECTOR MIDDLE SCHOOL	09/25/25
ASHLEY BELL	SPED INC/RES TEACHER	NIMITZ MIDDLE SCHOOL	09/16/25

**Administrative Level Resignations**

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
MELISSA COOPER	COORDINATOR, MATH	CURRICULUM & INSTRUCTION	09/10/25