

**NOTICE OF MEETING OF THE BOARD OF TRUSTEES OF
HARRIS COUNTY DEPARTMENT OF EDUCATION**

Notice is hereby given that a meeting of the Board of Trustees of Harris County Department of Education will be held on the **19th day of May 2021 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas. Such a meeting is a **REGULAR BOARD MEETING**.

The subjects to be discussed or considered or upon which any formal action might be taken are on the Agenda following.

Additionally, from time to time an issue will be raised concerning an item on our agenda that had not been anticipated. The issue, while within the scope of the agenda topic, may be one that is required or authorized by law to be considered in executive session rather than in public session. In order for the Board to consider such issue in executive session, rather than postpone consideration of it until the next board meeting, the Board lists below most if not all be all of the sections of the Open Meetings Act that address the purposes for which the Board may lawfully meet in executive/closed session. The Board's purpose is not to meet in executive session to consider matters not on the agenda for the meeting. Instead, its purpose is to efficiently and timely conduct its business in accordance with the law.

Therefore, if, during the course of the meeting on agenda items covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and purposes authorized by Sections 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

- Section 551.071 For the purpose of a private consultation with the Board's attorney on any or all subjects matters authorized by law.*
- Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property.*
- Section 551.073 For the purpose of considering a negotiated contract for a prospective gift or donation.*
- Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.*
- Section 551.076 To consider the deployment, or specific occasions for implementation of security personnel or devices.*
- Section 551.082 For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.*
- Section 551.083 For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.*
- Section 551.084 For the purpose of excluding witness or witnesses from a hearing during examination of another witness.*

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action, final decision, or final vote shall be at either: a) the open meeting covered by this notice upon the reconvening of this public meeting, or b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

James Colbert, Jr., County School Superintendent



**The Board of Trustees
May 19, 2021
Agenda of Regular Meeting**

A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held May 19, 2021, beginning at 1:00 p.m. in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas.

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

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

1. **Invocation** - Colina Poullard, Teaching and Learning Center
2. **Pledge of Allegiance to the US flag** - Patty Menard, Human Resources
3. **Pledge of Allegiance to the Texas flag** - Patty Menard, Human Resources
4. **Open Forum** - Gov't Code 551.003 (5) - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.
5. **Reports and presentations:**
 - A. **Superintendent Monthly Report** - James Colbert, Jr.
 - B. **Recognition of Teacher of the Year** - Jonathan Parker, Assistant Superintendent for Academic Support Services
 - C. **Annual Division Update on Teaching & Learning Center** - Andrea Segraves, Teaching and Learning Center
 - D. **Annual Division Update on Human Resources** - Natasha Truitt, Executive Director
 - E. **Reports of Board Committees** - Committee Chairs
 - F. **Other reports from Board members** concerning attendance or participation in a board or HCDE-related conference, event, activity, or committee; accolades for an HCDE staff member or other deserving person.
 - G. **Monthly Financial Reports through 04/30/2021** - Jesus Amezcua, Assistant Superintendent for Business Services

6. **ACTION ITEMS - CONSENSUS**

A. **Consider approval of the following Business Services items:**

- 1. Monthly Disbursement Report 13
- 2. Monthly Budget Amendment Report
- 3. Monthly Investment Report for April 2021

B. **Consider approval of the following Board Meeting Minutes:**

- 1. 04/14/2021 Audit Committee Meeting 93
- 2. 04/21/2021 Government Relations Committee Meeting 94
- 3. 04/21/2021 Board Meeting 95
- 4. 04/30/2021 Board Hiring Committee Meeting 96

C. **Consider acceptance of the following grant awards:**

- 1. **Consider approval to submit the Harris County Department of Education Head Start 2021 COVID-19 Carryover Grant request in the amount of \$344,197** from Grant Number 06CH011535 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS). 111
- 2. **Consider approval to submit the Harris County Department of Education Head Start (EHS) for Early Head Start Expansion and Start-up Carryover Grant request in the amount of \$147,792** from Grant Number 06CH011535 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS). 113
- 3. **Consider acceptance of the Notice of Award (NOA) 06HE000969-01-00 from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for new additional COVID-19 funds for the Head Start Division in the amount of \$350,328.00** for the budget period of 04/01/2021 through 3/31/2023. 115

D. **Consider ratification/approval of the following Interlocal Contracts:**

- 1. **Ratify award RFP#20/042KJ for Partnership Project Grant and Approve \$60,000 contract to the YMCA of Greater Houston per CH Local FY21.** The Partnership Project grant award of \$40,000 is to serve Houston Texans YMCA and MD Anderson YMCA for a total of 90 students; this grant award is in addition to a \$20,000 City Connections grant award for YMCA of Greater Houston serving 40 students in City Council District A and 40 students in City Council District G for a total aggregate amount of \$60,000 with CASE for Kids. 123

2. **Ratify award of RFP#20/042KJ for Partnership Project Grant and Approve \$61,100 contract with Multicultural Education and Counseling through the Arts (MECA) per CH Local FY21. The Partnership Project grant award of \$40,000 to MECA will serve Dow School and Talento Bilingue De Houston for a total of 340 students;** the Partnership Project grant is in addition to a \$5,000 City Connections grant award for MECA serving 170 students in City Council H and a Select Service Provider service agreement for \$16,100 to serve 80 students at Burnett Elementary in Houston ISD and Boys and Girls Clubs Holthouse and Havard for a total aggregate amount of \$61,100 with CASE for Kids. 131
- E. **Consider approval of the following items for the HCDE Choice Partners Cooperative:**
1. **Consider approval of Contract Renewal option for job no. 19/032TJ Produce and Other Specialty Products with the following vendors:** Brothers Produce, Inc. (#19/032TJ-01) and Hardie's Fruit and Vegetable Co. Houston, LP dba Hardie's Fresh Foods (#19/032TJ-03) for the period of 08/01/2021 through 07/31/2022. 146
2. **Consider approval of the Contract Award for Choice Partners job no. 21/035TP for Bottled Drinking Water, Coolers, and Other Beverage Related Products with the following vendors:** BHRS Group dba Avalon (21/035TP-01); DS Services of America dba Sparkletts (21/035TP-02); Nestle Waters North American, Inc. dba ReadyRefresh by Nestle, a division of Nestle Waters North America (21/035TP-03); and The Masters Distribution Systems Company, Inc. (21/035TP-04) for the period of one (1) year starting 06/20/2021 through 06/19/2022. 149
3. **Consider approval of a Contract Renewal option for job no. 20/036TP for Commercial Food Distributor with the following vendors:** Gordon Food Service, Inc (#20/036TP-01) and Labatt Institutional Supply Company dba Labatt Food Service LLC (#20/036TP-02) for the period 08/01/2021 through 07/31/2022. 163
4. **Consider approval of the Contract Award for Choice Partners job no. 21/036TP for Dairy and Other Related Products with the following vendor:** New Dairy HoldCo, LLC dba Borden Dairy (21/036TP-01) for the period 08/1/2021 through 7/31/2022. 166
5. **Consider approval of the Contract Award for Choice Partners job no. 21/037LS for Bread and Tortilla Products with the following vendor:** Kurz and Co. (21/037LS-01) for the period 08/1/2021 through 07/31/2022. 179
6. **Consider approval of Contract Renewal option for job no. 18/042KC for Waste & Recycling Collection Services with the following vendor:** Waste Management of Texas, Inc. (#18/042KC-02) for the period 06/20/2021 through 06/19/2022. 192
7. **Consider approval of Contract Renewal option for job no. 19/034KC for Musical Instruments & Related Items with the following vendors:** Universal Melody Services, LLC dba Brook May Music/H&H Music (#19/034KC-02); Guitar Center Stores, Inc. dba Music & Arts Center (#19/034KC-04), and West Music Company, Inc. (#19/034KC-07) for the period of 06/19/2021 through 06/18/2022. 194
8. **HCDE Interlocal Agreements with:** School of Excellence, San Antonio, Texas; Gilmer ISD, Gilmer, Texas; The Paradigm Project, Houston, Texas; Orange County Drainage District, Orange, Texas; North Texas Municipal Water District, Wylie, Texas, and County of Lavaca, Hallettsville, Texas. 199

F. **Consider approval of the following items for Internal Purchasing:**

1. **Consider approval of Contract Renewal option for job no. 19/019KJ HVAC Testing and Balancing with the following vendors:** Campos Engineering Inc. and National Precision, LLC. for the period of 06/19/2021 through 06/18/2022. 237
2. **Consider approval of a Contract Renewal option for job no. 20/041KJ Youth Pathways: Digital Badging Initiative / Digital/Web-Based E-Portfolio/Digital Badging System with the following vendors:** Instructure, Inc., and PHS Capital, Inc. for the period of 06/01/2021 through 05/31/2022. 240
3. **Consider approval of Contract Award for job no. 21/025YR Professional Development Services for the Harris County Department of Education Teaching and Learning Center Divison with the following proposer(s):** Amanda Morgan; Be Glad, LLC; The Children's Museum of Houston; Cindy Puryear Consulting Services, LLC; Education Elements, Inc.; Engaging Learners, LLC; eTeaching Me dba Love N Learn At Home; GV Implementation Solutions; Lakeshore Learning Materials; Blue Daisy Consulting, LLC dba Lead Your School; Marzano Resources, LLC; MGT of America Consulting, LLC; National Inventors Hall of Fame, Inc.; National Training Network, Inc.; Nylinka School Solutions; PowerSchool Group, LLC; Tammy Rodney; Teaching Strategies, LLC; Think Big Learning; Untapped Genius; Writers in the Schools, and Young Audiences, Inc. of Houston for the period of 05/19/2021 through 05/18/2022. 243
4. **Consider approval of a Contract Renewal option for job no. 20/039YR Early Head Start Child Care Partnership with the following vendors:** John G. Jones Learning Center; Fellowship of Purpose Early Childhood Learning Center; Let's Learn Christian Learning Center, Inc.; and Deskot, LLC dba Kool Kids Daycare for the period of 06/17/2021 through 06/16/2022. 266
5. **Consider approval of Contract Award for job no. 21/027YR Nutrition Services Consultant with the following proposer(s):** Community Nutrition Outreach Services and Foodservice Peeps LLC for the period of 05/19/2021 through 05/18/2022. 271
6. **Consider approval of Contract Award for RFQ job no. 21/028YR for Audit Services for Harris County Department of Education to the firm offering the best value to HCDE and meeting the specifications outlined in the proposal:** Whitley Penn, LLP for the period of 05/19/2021 through 05/18/2022 (and approving the amount of \$54,100 for FY 2021). 280

- G. **Consider ratification of Interlocal (revenue) contract for FY 2022 in the aggregate amount of \$166,971 with Academic and Behavior School West with the following district:** Conroe ISD for seven (7) out-of-county annual contracts in the amount of \$166,971 (\$23,853 each) for the contract period of 08/23/2021 through 06/03/2022. 302

7. **ACTION ITEMS - NON-CONSENSUS**

- A. **Consider approval of a resolution to increase the over 65 exemption for the tax year 2021 from \$160,000 to \$229,000** and providing notice to the Harris County Appraisal District and Harris County Tax Office. 310

- B. **Consider approval of advertising contract with Love Advertising under RFP # 19/047KC-03 in the amount of \$85,000 for Adult Education recruitment and workforce program development awareness (applicable grant period for federal funds will be utilized) and in the amount of \$100,000 for Head Start and Early Head Start for children and family recruitment and program awareness from the period of May 19, 2021 through December 31, 2021 (ARA federal funds will be utilized).** 313
- C. **Consider approval of the Harris County Department of Education Head Start/Early Head Start Student Selection Criteria for the 2021-2022 school year.** 319
- D. **Consider ratification of Services Agreement with Blackmon Mooring (Job No. 19/042MJ-01) for Disaster Mitigation and Contents due to the February 2021, Winter Storm URI for Sheffield Head Start in the total amount of \$249,155.73 (funds will be used from KQC lease vendor insurance proceeds for the mitigation and from McGriff & Seibel from insurance proceeds for the cleaning, testing, removal and storage of the contents).** 321
- E. **Consider approval of amendment to Professional Services Agreement with English + Associates Architects, Inc. for the design of the Coolwood Head Start Center to change the calculation of compensation from a method based on percentage of construction costs to a method based on a stipulated sum as required by the federal funds regulations under 2 C.F.R. 200.324. (The total amount of the compensation will remain the same at \$428,538.06, and the contract was procured under RFQ # 20/043IA. This project is funded with federal funds).** 459
- F. **Consider approval of English + Associates Architects, Inc. contract under RFQ # 20/043IA for the design of the Humble Early Head Start Center in the amount of \$53,173 (this project is funded with federal funds).** 464
- G. **Consider approval of amendment to the Professional Services Agreement (procured under RFQ 20/043IA) with English + Associates Architects, Inc. for the renovation of the Harris County Department of Education Administration building located at 6300 Irvington, to increase the amount from \$554,312.50 to \$755,971.84 (\$201,659.34 increase) and adjust the projected schedule as outlined in the attachment (Contingency funds will be used from the project budget).** 584
- H. **Consider election of President and Vice President of HCDE Board of Trustees**
8. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074
- A. **Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.**
- B. **Deliberate Superintendent's recommendation to award Non-Chapter 21 Contracts for 2021-2022** 588
 Assistant Superintendent, Business Services
 Director, Center for Safe & Secure Schools
 Director, Information Technology
 Chief Accounting Officer, Business Services
 Chief of Staff, Administration
 Director, Research & Evaluation
 Director, Facilities Construction
 Chief Communication Officer, Technology
 Senior Director, School-Based Therapy Services

Director, Records Management
Director, Client Engagement
Senior Director, Choice Partners
Director, Communications
Director, Purchasing
Director, Adult Education
Senior Director, Head Start
Director, Facilities Maintenance
Director, Grants Development
Senior Director, Adult Education
Director, CASE
Executive Director, Human Resources
Executive Director, Facilities

C. **Deliberate Superintendent's recommendation to award Chapter 21 Contracts for 2021-2022**

590

Chapter 21 Probationary Contracts for campus personnel

4 Teachers, ABS East
1 Registered Nurse, ABS East
1 Principal, ABS East
1 Counselor, ABS East
4 Teachers, ABS West
1 Registered Nurse, ABS West
2 Teachers, Fortis Academy
3 Teachers, Highpoint School East

Chapter 21 Term Contracts for campus personnel

8 Teachers, ABS East
2 Transition Specialists, ABS East
1 Behavior Intervention Specialist, ABS East
2 Assistant Principals, ABS East
2 Assistant Principals, ABS West
1 Counselor, ABS West
1 Principal, ABS West
11 Teachers, ABS West
1 Transition Specialist, ABS West
2 Teachers, Fortis Academy
1 Counselor, Fortis Academy
1 Registered Nurse, Fortis Academy
2 Assistant Principals, Highpoint School East
1 Counselor, Highpoint East
12 Teachers, Highpoint School East
3 Transition Specialists, Highpoint School East
1 Registered Nurse, Highpoint School East

Chapter 21 Probationary Contracts for non-campus personnel

1 Assistant Superintendent, Administration
1 Compliance & Technical Support Officer, Schools
1 Instructional Coach, Schools
1 Leadership Development Officer, Educator Certification and Advancement
1 Manager, Teaching and Learning Center
1 Senior Director, Schools

Chapter 21 Term Contracts for non-campus personnel

1 Assistant Superintendent, Administration
1 Curriculum Compliance Officer, Educator Certification and Advancement

- 1 Director, Educator Certification and Advancement
- 1 Curriculum & Compliance Services Director, Schools
- 1 Curriculum Director, Math, Teaching and Learning Center
- 1 Curriculum Director, ELA, Teaching and Learning Center
- 1 Director, Special Projects, Teaching and Learning Center
- 1 Curriculum Director, Digital Education & Innovation, Teaching and Learning Center

Chapter 21 Probationary Contract Terminations

- 7 Teachers, ABS East
- 4 Teachers, ABS West
- 1 Teacher, Highpoint School East

9. **RECONVENE** for possible action on items discussed in executive session

A. **Consider approval of Superintendent's recommendation to award Non-Chapter 21 Contracts for 2021-2022** 595

- Assistant Superintendent, Business Services
- Director, Center for Safe & Secure Schools
- Director, Information Technology
- Chief Accounting Officer, Business Services
- Chief of Staff, Administration
- Director, Research & Evaluation
- Director, Facilities Construction
- Chief Communication Officer, Technology
- Senior Director, School-Based Therapy Services
- Director, Records Management
- Director, Client Engagement
- Senior Director, Choice Partners
- Director, Communications
- Director, Purchasing
- Director, Adult Education
- Senior Director, Head Start
- Director, Facilities Maintenance
- Director, Grants Development
- Senior Director, Adult Education
- Director, CASE
- Executive Director, Human Resources
- Executive Director, Facilities

B. **Consider approval of Superintendent's recommendation to award Chapter 21 Contracts for 2021-2022** 596

Chapter 21 Probationary Contracts for campus personnel

- 4 Teachers, ABS East
- 1 Registered Nurse, ABS East
- 1 Principal, ABS East
- 1 Counselor, ABS East
- 4 Teachers, ABS West
- 1 Registered Nurse, ABS West
- 2 Teachers, Fortis Academy
- 3 Teachers, Highpoint School East

Chapter 21 Term Contracts for campus personnel

- 8 Teachers, ABS East
- 2 Transition Specialists, ABS East
- 1 Behavior Intervention Specialist, ABS East
- 2 Assistant Principals, ABS East

- 2 Assistant Principals, ABS West
- 1 Counselor, ABS West
- 1 Principal, ABS West
- 11 Teachers, ABS West
- 1 Transition Specialist, ABS West
- 2 Teachers, Fortis Academy
- 1 Counselor, Fortis Academy
- 1 Registered Nurse, Fortis Academy
- 2 Assistant Principals, Highpoint School East
- 1 Counselor, Highpoint East
- 12 Teachers, Highpoint School East
- 3 Transition Specialists, Highpoint School East
- 1 Registered Nurse, Highpoint School East

Chapter 21 Probationary Contracts for non-campus personnel

- 1 Assistant Superintendent, Administration
- 1 Compliance & Technical Support Officer, Schools
- 1 Instructional Coach, Schools
- 1 Leadership Development Officer, Educator Certification and Advancement
- 1 Manager, Teaching and Learning Center
- 1 Senior Director, Schools

Chapter 21 Term Contracts for non-campus personnel

- 1 Assistant Superintendent, Administration
- 1 Curriculum Compliance Officer, Educator Certification and Advancement
- 1 Director, Educator Certification and Advancement
- 1 Curriculum & Compliance Services Director, Schools
- 1 Curriculum Director, Math, Teaching and Learning Center
- 1 Curriculum Director, ELA, Teaching and Learning Center
- 1 Director, Special Projects, Teaching and Learning Center
- 1 Curriculum Director, Digital Education & Innovation, Teaching and Learning Center

Chapter 21 Probationary Contract Terminations

- 7 Teachers, ABS East
- 4 Teachers, ABS West
- 1 Teacher, Highpoint School East

10. **Discussion and possible action regarding future agenda items**

11. **INFORMATION ITEMS**

- A. **Human Resources Information Items** 599
- B. **Employee Count** 601
- C. **Submission of a grant proposal to Dollar General Literacy Foundation via the Education Foundation of Harris County in the amount of \$3,939.33 for all four schools in the Schools Division.** Requested funds will cover expenses to purchase instructional materials, classroom library sets and 111 books and novels. 602
- D. **Submission of grant application in the amount of \$7,020 to Bank of Texas/Bank of Oklahoma Financial via Education Foundation of Harris County to support Head Start's REAL SuperMENTors Read program** , which focuses on literacy skills. Requested funds will serve 195 students. 603

- E. **Submission of two \$4,700 micro-grant requests totaling \$9,400 to Educators of America to purchase two 3D printers to enhance student engagement and achievement at Academic and Behavior School West and Highpoint School East.** A total of 138 students will benefit from this project in 2021.

- 12. **ADJOURN** - Next regular meeting is scheduled for Wednesday, June 16, 2021, Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.

A handwritten signature in blue ink, reading "James Colbert, Jr." in a cursive style.

James Colbert, Jr.
County School Superintendent

Regular Board Meeting

5.G.

Meeting Date: May 19, 2021

Title: Monthly Financial Statements

Submitted For: Jesus Amezcua, Business Office

Submitted By: Stephanie Ritchie

Additional Resource Personnel: Stephanie Barnett

Personnel:

Information

Posted Agenda Item:

Monthly Financial Reports through 04/30/2021 - Jesus Amezcua, Assistant Superintendent for Business Services

Subject:

Financial Reports as of April 30, 2021.

Rationale:

Presentation of Monthly Financial Reports

Attachments

No file(s) attached.

Form Review

Inbox

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 05/03/2021

Reviewed By

Jesus Amezcua

Date

05/03/2021 11:08 PM

Started On: 04/23/2021 08:49 AM

Report will be provided separately.

Regular Board Meeting

6.A.1.

Meeting Date: May 19, 2021

Title: April Disbursement Report

Submitted For: Jesus Amezcua, Business Office

Submitted By: Stephanie Ritchie

Additional Resource Stephanie Barnett

Personnel:

Information

Posted Agenda Item:

Monthly Disbursement Report

Subject:

April Disbursement Report

Rationale:

April Disbursement Report

Attachments

Disbursement Report

Form Review

Inbox

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 05/03/2021

Reviewed By

Jesus Amezcua

Date

05/03/2021 11:08 PM

Started On: 04/23/2021 08:49 AM

Fiscal Year 2020-2021

HARRIS COUNTY DEPARTMENT OF EDUCATION

APRIL 2021 Payroll

<u>Posting Date</u>	<u>Payee/Description</u>	<u>Transaction Amount</u>
4/6/2021	MARCH 2021 TRS TEXNET Payment	\$474,210.60
4/6/2021	APRIL 2021 TRS Active Care Medical Payment	346,107.00
4/13/2021	Payroll Deductions for APRIL 15TH	41,681.37
4/13/2021	IRS Tax Payment for APRIL 15TH	418,352.36
4/28/2021	Payroll Deductions for APRIL 30TH	42,126.13
4/28/2021	IRS Tax Payment for APRIL 30TH	426,704.24
Total WIRE Transfers:		<u>\$1,749,181.70</u>

RECAP OF ALL DISBURSEMENTS

	<u>Checks Printed</u>	<u>PCard</u>	<u>WIRES</u>	<u>Total Disbursements</u>
Total General Operating & Payroll Clearing (100-199)	\$ 652,392.94			
Total Special Revenue (200-400)	671,869.81			
Total Capital Project (600)	1,164,897.81			
Total Internal Service/Facilities (700)	146,575.00			
Total Fiduciary (800)	-			
Total (900)	-			
Total P Card Activity		\$70,194.20		
Total ACH Transfers-Gen Operating & Payroll Clearing			\$1,749,181.70	
		\$2,635,735.56	\$70,194.20	\$4,455,111.46

Credit Card charges paid by check from above
(other than P Card) \$2,741.11

Harris County Department of Education

Vendors with total aggregate payments of \$50,000 or more in Fiscal Year 21

as of April 30, 2021

Vendor	Vendor number	Sum of payments	Description	Contract Type
AAMA, INC.	83547	\$ 62,872.98	Service Agreement	Afterschool Program
ALDINE INDEPENDENT SCHOOL DISTRICT	10960	\$ 71,108.00	Interlocal Agreement	Interlocal Agreement
ALIEF INDEPENDENT SCHOOL DISTRICT	84484	\$ 57,725.74	Interlocal Agreement	Interlocal Agreement
AVANADE INC	88584	\$ 63,200.00	Job 20/022YR	Technology Service
BUTLER BUSINESS PRODUCTS	17320	\$ 295,316.10	Job # 17/004KH, 17/006KH, 17/011KH, 16/011MP	Office, furniture supplies
CDW GOVERNMENT INC	18165	\$ 888,320.09	Job # 18/056KD-13	Technology equipment, supplies, consulting
CITY OF HOUSTON HEALTH DEPARTMENT	32920	\$ 77,172.00	Lease Agreement	Lease Agreement for Head Start
CITY OF HOUSTON WATER	33040	\$ 52,907.89	Service Agreement	Utilities
CLEAR CREEK ISD	82332	\$ 81,463.03	Interlocal Agreement	Interlocal Agreement
CRE8 INCORPORATED	81367	\$ 782,590.46	Job # 17/015KJ	Architectural Design services
DESKOT LLC	87246	\$ 92,268.00	Job 20/039YR	Child Care Partnership for Head Start
DURA PIER FACILITIES SERVICES LTD	82491	\$ 109,838.61	Job # 17/020CG, 18/060JN,	Facilities services
ENERGY FUTURE HOLDINGS CORP-DO NOT	88315	\$ 54,463.15	Service Agreement	Utilities
ENGLISH + ASSOCIATES ARCHITECTS INC	88648	\$ 112,843.50	Job# 20/043IA	Architectural Design services
ERC ENVIRONMENTAL & CONST SERV INC	87401	\$ 526,536.90	Job # 19/042MJ	Disaster Mitigation Commodities
EXECU TEAM STAFFING	88574	\$ 115,344.71	Job # 17/045KJ	Staffing Service
EXECUTIVE THREAT SOLUTIONS LLC	85264	\$ 154,114.00	Job #16/060CG, Service Agreement	Security service
FELLOWSHIP OF PURPOSE EARLY CHILDO	87181	\$ 63,075.00	Job # 16/014YR, Service Agreement	Service Agreement
GALENA PARK ISD	27070	\$ 164,109.94	Interlocal Agreement	Interlocal Agreement
HARRIS COUNTY APPRAISAL DISTRICT	29680	\$ 135,199.00	Per Texas Law/Linebarger	Tax appraisal
HARRIS COUNTY TREASURER	29920	\$ 343,245.00	Service Agreement	Security Service
HIGH POINT SANITARY SOLUTIONS	31325	\$ 112,627.81	Job18/007KD, 18/075KD	Sanitation supplies
HILLCO PARTNERS LLC	87257	\$ 161,000.00	Job #20/038KJ	Contracted Services
HUMBLE INDEPENDENT SCHOOL DISTRICT	33610	\$ 130,472.82	Interlocal Agreement	Interlocal Agreement
IMAGINE LEARNING INCORPORATED	83848	\$ 298,200.00	Buyboard contract #579-19	Head Start subscription
KAPLAN EARLY LEARNING COMPANY	35683	\$ 63,128.97	Job #18/058KC, #17/046MR	Educational Supplies
KARCZEWSKI BRADSHAW LLP	87975	\$ 198,506.16	Professional Service Contract	Legal Services
KQC INVESTORS, LLC	83870	\$ 468,006.79	Lease Agreement	Lease Agreement for Head Start
LABATT INSTITUTIONAL SUPPLY COMPANY	86944	\$ 162,190.33	Job # 16/029TJ-03	Meals for Head Start
LOCKWOOD, ANDREWS & NEWNAM INC	88484	\$ 253,972.00	Job # 20/055KJ	Construction Management
MCGRUFF SEIBELS & WILLIAMS OF	39976	\$ 473,729.40	Job # 17/002LB	HCDE Insurance
METROPOLITAN LANDSCAPE MGMT INC	82060	\$ 100,881.94	Job # 15/023JN	Landscape service
METROPOLITAN LIFE INSURANCE COMPANY	87340	\$ 69,448.38	Agreement	Insurance Coverage
MOAK CASEY & ASSOCIATES INC	86264	\$ 53,000.00	Professional Service Contract	Accounting Service
NASH INDUSTRIES INC	88594	\$ 59,268.59	Job # 20/017MR	Service Agreement
PASADENA ISD	45610	\$ 59,852.50	Interlocal Agreement	Interlocal Agreement
POWERSCHOOL GROUP LLC	87278	\$ 111,025.62	Invoice	Sungard Annual maintenance renewal
PS LIGHTWAVE INC	86862	\$ 66,004.58	Job # 15/006MP	Technology Equipment/Supplies
PUBLIC AGENCY RETIREMENT SERVICES	60818	\$ 283,821.51	Payroll deduction	Payroll deduction
QSS, L.C	47923	\$ 242,998.13	Job # 15/037JN	Security equipment
SHELDON INDEPENDENT SCHOOL DISTRICT	52120	\$ 255,671.05	Interlocal Agreement	Interlocal Agreement
SOA FIN1ST	84623	\$ 61,261.50	Job #20/019KJ	Accounting Service
SOUTHWEST CHARTER SCHOOL	83777	\$ 129,590.36	Interlocal Agreement	Interlocal Agreement
TEXAS POLITICAL SUBDIVISIONS	58844	\$ 95,223.19	Insurance	Insurance Coverage
THE STANDARD LIFE INSURANCE	81820	\$ 101,916.48	Insurance	Insurance Coverage
THE TURNING POINT INC	87848	\$ 72,709.37	Job # 17/043KJ	Counseling Services
UNGERBOECK SOFTWARE INTERNATIONAL	86537	\$ 75,256.25	Service Agreement	Software
UNUM LIFE INSURANCE CO OF AMERICA	39630	\$ 85,697.87	Insurance	Employee's life insurance
UNUM LIFE INSURANCE CO. OF AMERICA	87696	\$ 127,964.18	Payroll deduction	Employee's life insurance
VERIZON WIRELESS	61927	\$ 130,402.39	GSA Contract	Wireless Service
VERSA CREATIVE GROUP LLC	88087	\$ 907,367.01	Job # 19/047KC	Marketing
VISTRA PREFERRED INC	88303	\$ 202,557.84	Service Agreement	Electrical service

HARRIS COUNTY DEPARTMENT OF EDUCATION
Procurement Card Report - March 2021

Description		
	Beginning	96
	New	1
	Closed	1
	Total:	96

BUDGET MANAGER		
Budget Manager Codes	Division	
201	Adult Education	3
050	Business Support Services	2
925	Communications and Public Information	2
922	Cooperative for Afterschool Enrichment	3
901	Head Start	6
030	Human Resources	2
092	Client Engagement	3
924	Research and Evaluation	2
923	Center for Grants Development	1
014	Educator Certification and Professional Advancement	1
005	Center for Safe and Secure Schools	4
Administration:		
011	Assistant Superintendent - Parker	2
012	Assistant Superintendent- Rodgers	2
094	Special Assistant to the Superintendent	1
	Chief of Staff for the Superintendent	1
001	Superintendent	1
	Executive Assistant to Board of Trustees	0
Facilities:		
799	Facility Support Services	21
089	Choice Facility Partners	10
955	Gulf Coast Food Cooperative	1
Instructional Support Services:		
	Teaching and Learning Center Administration	4
304	TLC - Special Populations	1
303	TLC - Science	1
302	TLC - Math	1
307	TLC - English/Language Arts	1
	TLC - Special Projects	1
Purchasing Services:		
950	Purchasing	0
Schools Division:		
131	AB - East	2
132	AB - West	2
970	Highpoint - East	2
	Fortis Academy	2
111	Special Education Therapy Services	2
501	Special Schools Administration	4
Technology:		
093	Chief Information Officer	3
954	Records Management Services	2
091	Texas Virtual Schools	0
	Total:	<u><u>96</u></u>

**Procurement Card Report (P-Card)
Vendor Payments Over \$2,000
September 1, 2020 to March 31, 2021**

*Highlighted items are newly added transactions for the current month

Merchant Name	Transactions	
	Count	Amount
AMAZON	510	\$ 42,990.67
BUTLER BUSINESS PRODUCTS	62	\$ 10,546.76
COMCAST HOUSTON	1	\$ 2,015.77
IDENTOGO -TX FINGERPRINTING SERVICE	100	\$ 4,483.00
FELLOWES, INC.	1	\$ 2,815.98
PEPBOYS STORE	47	\$ 8,671.37
TASBO	73	\$ 20,146.00
WALMART/SAM'S CLUB	350	\$ 42,909.53
THE HOME DEPOT	290	\$ 22,342.17
BESTBUY	23	\$ 3,551.36
CHICK-FIL-A	26	\$ 4,281.20
HOUSTON PERMITTING CENTER	18	\$ 5,602.25
IN*TRANSACTIONS (MISC.)	62	\$ 18,424.02
OFFICE MAX/DEPOT	69	\$ 8,939.41
PAYPAL TRANSACTIONS	32	\$ 12,876.15
GRAINGER	47	\$ 10,179.95
INDEED	40	\$ 17,967.49
ZERO TO THREE NATIONAL CENTER	2	\$ 7,267.00
USPS POST OFFICE	210	\$ 7,653.31
ZOOM.US	82	\$ 5,335.20
FP MAILING SOLUTIONS	11	\$ 6,281.50
JASON'S DELI	37	\$ 3,693.92
JOHNSTONE SUPPLY	6	\$ 2,381.51
AMERICAN REGISTRY	3	\$ 3,612.00
J. HARDING & CO.	14	\$ 4,403.55
UNITED REFRIGERATION, INC.	31	\$ 5,969.84
ACE MART	4	\$ 3,657.34
EIG*TRANSACTIONS (MISC.)	24	\$ 5,178.62
JOHNSON SUPPLY	22	\$ 3,387.91
SQ*TRANSACTIONS (MISC.)	15	\$ 2,317.51
HUBSPOT, INC.	7	\$ 2,800.00
STK*SHUTTERSTOCK	3	\$ 2,873.00
TASA AUTHNET	10	\$ 2,789.00
ALONTI CAFÉ & CATERING	15	\$ 3,309.22
ASBO	2	\$ 2,290.00
CRISIS PREVENTION	6	\$ 4,089.28
FOUNDATIONS	1	\$ 3,498.30
GOVERNMENT FINANCE OFFICERS OF TEXAS	5	\$ 2,200.00
HMNS ONLINE	2	\$ 2,350.00

Procurement Card Report (P-Card)
Vendor Payments Over \$2,000
September 1, 2020 to March 31, 2021

*Highlighted items are newly added transactions for the current month

Merchant Name	Transactions	
	Count	Amount
LASERFICHE	7	\$ 3,393.00
TABSE STATE CONFERENCE 2021	13	\$ 2,273.51
O'REILLY AUTO PARTS	13	\$ 2,063.69
EXXONMOBIL	65	\$ 2,725.90
LA MADELEINE	11	\$ 2,422.99
CE HOUSTON	5	\$ 2,067.33
SUMMIT ELECTRIC SUPPLY	14	\$ 3,119.04
ZACHRY PUBLICATIONS	4	\$ 2,350.00
Total Vendor Charges > \$2,000	2,395	\$ 346,496.55
Total Vendor Charges < \$2,000	1,272	\$ 155,090.96
Total Year-to-Date Vendor Charges	3,667	\$ 501,587.51

HCDE Procurement Card Report

April Statement

001 - Superintendent's Office

2021-03-29	CARRABBAS RESTAURANT	64150000	Business meeting lunch	\$72.79
2021-03-31	HOUSTON CHRONICLE CIRC	63290000	Reading materials	\$439.95
2021-04-01	TST* PHIL & DEREK S RE	64150000	Business meeting lunch	\$55.54
2021-04-01	BLACK WALNUT CAFE VINT	64150000	Business meeting lunch	\$35.25

001 - Superintendent's Office \$603.53

005 - Center for Safe and Secure Schools

2021-03-05	JASON'S DELI TNY 028	64150000	Lunch - Run of Show	\$61.87
2021-03-11	FAJITA PETE'S - MEMORI	64150000	Lunch - NPO E&E Collaborative Meeting	\$375.68
2021-03-11	AMZN MKTP US*TC20L0B63	63990000	Covers for Audit Tablets	\$57.49
2021-03-12	AMAZON.COM*359C47IQ3	63290000	Reading Material - Stories That Stick	\$25.48
2021-03-29	OFFICE DEPOT #416	63960000	Copies	\$52.52

005 - Center for Safe and Secure Schools \$573.04

010 - Board of Trustees

2021-03-12	CAFE NATALIE	64150000	Business meeting lunch	\$30.00
2021-04-01	J. HARDING & CO	64990000	Logo and Name Embroidery	\$208.48

010 - Board of Trustees \$238.48

011 - Assistant Superintendent-Parker

2021-03-09	DOLLARTREE	63990000	Supplies for SuperMentor program, JD Walker	\$18.00
2021-03-11	PAPPADEAUX SEAFOOD #76	64150000	Business Meeting Meal, Jonathan Parker	\$118.73
2021-03-12	TASBO	64970000	Membership dues for Theresa Perez	\$135.00
2021-03-12	A.R.H.E.	64970000	Membership Fee for Jonathan Parker	\$125.00

011 - Assistant Superintendent-Parker \$396.73

HCDE Procurement Card Report - April Statement

012 - Assistant Superintendent-McLeod

2021-03-06	TST* CAFE EXPRESS - RI	64150000	Lunch for E&E Zoom Meeting Discussion 3/5/21	\$93.10
2021-03-07	AMZN MKTP US*QI2QO1HZ3	63990000	Supplies for E&E 3-Day Mtg. 3/10-12/21	\$8.49
2021-03-08	WM SUPERCENTER #4526	63990000	Split - Supplies E&E 3-Day Mtg. 3/10-12/21 (47.76%)	\$16.94
2021-03-08	WM SUPERCENTER #4526	64180000	Split - Refreshments E&E 3-Day Mtg. 3/10-12/21 (52.24%)	\$18.53
2021-03-08	WM SUPERCENTER #3640	64180000	Refreshments for E&E 3-Day Mtg. 3/10-12/21	\$52.64
2021-03-09	THE FRENCH CORNER CATE	64150000	Lunch E&E 3-Day Mtg. 3/10-12/21 Day 1	\$154.50
2021-03-09	THE FRENCH CORNER CATE	64150000	Breakfast for E&E 3-Day Mtg. 3/10-12/21 - Day 1	\$84.40
2021-03-10	THE FRENCH CORNER CATE	64150000	Breakfast for E&E 3-Day Mtg. 3/10-12/21 - Day 2	\$125.65
2021-03-10	THE FRENCH CORNER CATE	64150000	Lunch for E&E 3-Day Mtg. 3/10-12/21 - Day 2	\$174.40
2021-03-11	THE FRENCH CORNER CATE	64150000	Lunch for E&E 3-Day Mtg. 3/10-12/21 - Day 3	\$163.45
2021-03-11	THE FRENCH CORNER CATE	64150000	Breakfast for E&E 3-Day Mtg. 3/10-12/21 - Day 3	\$134.60
2021-03-29	AMZN MKTP US*H46WT5HO3	63990000	Supplies	\$48.78
2021-03-30	AMZN MKTP US*HD4S30YP3	63990000	Supplies	\$24.99
2021-03-30	AMZN MKTP US*Z34F51N93	63990000	Supplies	\$12.99
2021-03-30	AMZN MKTP US*KQ52U5XV3	63990000	Supplies	\$44.98
2021-04-02	TST* THE BREAKFAST KLU	64150000	Collaborative Breakfast Meeting	\$25.76
2021-04-02	DISTRICT 7 GRILL CORPO	64150000	Collaborative Breakfast Meeting	\$30.06

012 - Assistant Superintendent-McLeod \$1,214.26

014 - Alternative Teacher Certification

2021-03-11	AMAZON.COM*UD47S8TO3	63990000	General supplies - ECA - Lidia Zatopek	\$74.97
2021-03-11	FILEMAKER,INC.	63970001	Software License Renewal - FileMaker Pro Add On	\$282.10

014 - Alternative Teacher Certification \$357.07

HCDE Procurement Card Report - April Statement

030 - Human Resources

2021-03-06	IDENTOGO - TX FINGERPR	62990000	Fingerprinting for applicant	\$49.25
2021-03-09	INDEED	64960000	Job posting advertisement - R. Torres	\$508.08
2021-03-09	TX EDUCATN AGY CERT	64990000	TEA Educational Aide	\$17.00
2021-03-09	TX EDUCATN AGY CERT	64990000	Certification Application Fee	\$17.00
2021-03-10	IDENTOGO - TX FINGERPR	62990000	TEA Educational Aide	\$17.00
2021-03-11	TX EDUCATN AGY CERT	64990000	Certification Application Fee	\$17.00
2021-03-11	TX EDUCATN AGY CERT	64990000	TEA Educational Aide	\$17.00
2021-03-11	IDENTOGO - TX FINGERPR	62990000	Certification Application Fee	\$17.00
2021-03-11	IDENTOGO - TX FINGERPR	62990000	Fingerprinting for applicant	\$49.25
2021-03-11	TX EDUCATN AGY CERT	64990000	Fingerprinting for applicant	\$49.25
2021-03-13	INDEED	64960000	TEA Educational Aide	\$17.00
2021-03-16	IDENTOGO - TX FINGERPR	62990000	Certification Application Fee	\$17.00
2021-03-18	INDEED	64960000	Fingerprinting for applicant	\$49.25
2021-03-22	INDEED	64960000	Job posting advertisement - R. Torres	\$503.19
2021-03-23	UH DIVISION OF STUDENT	64940000	Job posting advertisement - R. Torres	\$500.64
2021-03-25	IDENTOGO - TX FINGERPR	62990000	Virtual Job Fair - L. Nilon	\$250.00
2021-03-26	INDEED	64960000	Fingerprinting for applicant	\$49.25
2021-03-30	INDEED	64960000	Job posting advertisement - R. Torres	\$502.35
2021-03-30	CAREERECO	64960000	Job posting advertisement - R. Torres	\$500.60
2021-03-31	IDENTOGO - TX FINGERPR	62990000	Virtual Job Fair - R. Torres	\$250.00
2021-03-31	UNIV OF INCARNATE WORD	64940000	Fingerprinting for applicant	\$49.25
2021-03-31	EMPLOYTEST LLC	62990000	Virtual Job Fair - R. Torres	\$500.00
2021-04-02	INDEED	64960000	Applicant interview testing	\$450.00
2021-04-03	IDENTOGO - TX FINGERPR	64960000	Job posting advertisement - R. Torres	\$121.32
			Fingerprinting for applicant	\$49.25

030 - Human Resources \$5,079.02

HCDE Procurement Card Report - April Statement

050 - Business Support Services

2021-03-07	AMZN MKTP US*S504Z0GB3	64990000	FLASH DRIVE 3YR DATA RECOVERY PLAN FOR DR.AMEZCUA	\$14.97
2021-03-07	AMAZON.COM*FD7X733C3	64990000	DR.AMEZCUA WIRELESS SECURITY CAMERA	\$203.39
2021-03-08	INDIOS TACO HOUSE	64150000	ACCOUNTANT MTG EMPLOYEE SURVEY RESULTS 3.8.21	\$18.04
2021-03-08	UNT COMMERCE MANAGER	64970000	DR.AMEZCUA GTOT MEMBERSHIP FEE THRU 3.1.2022	\$75.00
2021-03-09	INDIOS TACO HOUSE	64150000	BUS SVCS MTG EMPLOYEE SURVEY RESULTS ON 3.9.21	\$9.00
2021-03-09	INDIOS TACO HOUSE	64150000	BUS SVCS MTG EMPLOYEE SURVEY RESULTS 3.9.21	\$6.22
2021-03-10	INDIOS TACO HOUSE	64150000	PURCHASING MTG EMPLOYEE SURVEY RESULTS 3.10.21	\$25.32
2021-03-11	TASBO	64970000	Jaime Martinez TASBO renewal	\$135.00
2021-03-11	WWW.GRCIQ.COM	63990000	Payroll staff W4 lunch training	\$199.00
2021-03-11	DOODLY - DOODLY ENTER	64990000	DR.AMEZCUA SUBSCRIPTION TO DOODLY ANNUAL FEE	\$480.00
2021-03-11	AMAZON.COM*FM0CB6F53	63290000	BOOK FOR RESEARCH FOR YOUTH LEADERSHIP CONFERENCE	\$46.81
2021-03-29	PARTY CITY 971	64990000	EASTER BASKET ITEMS FOR ROTARY	\$25.00
2021-03-29	DOLLAR TREE	64990000	EASTER BASKET ITEMS FOR ROTARY	\$49.00
2021-03-29	DOLLAR TREE	64990000	EASTER BASKET ITEMS FOR ROTARY	\$43.00
				\$1,329.75
050 - Business Support Services				

HCDE Procurement Card Report - April Statement

083 - Facilities Support Services

2021-03-04	THE HOME DEPOT #0565	63990000	Microwave for breakroom / 1st floor	\$99.00
2021-03-05	LOWES #00097*	63190000	Maintenance supplies - Facilities	\$46.32
2021-03-05	AMZN MKTP US	63990000	Refund/return mouse	(\$8.00)
2021-03-07	AMZN MKTP US*AB9BI3VO3	63990000	Misc office supplies	\$29.98
2021-03-08	THE HOME DEPOT 577	63190000	Maintenance supplies - Facilities	\$86.86
2021-03-08	CHEVRON 0154465	63110000	Gas unit 45 - Facilities	\$74.41
2021-03-08	TEXACO 0303707	63110000	Gas unit # 4 - Facilities	\$35.00
2021-03-08	ENTERPRISE RENT-A-CAR	62660000	Truck rental - Facilities	\$161.74
2021-03-09	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Facilities	\$19.44
2021-03-09	JOHNSON SUPPLY N SHE	63150000	A/C parts for 502	\$663.39
2021-03-09	UNITED REFRIG BR #92	63190000	Maintenance supplies - Facilities	\$82.15
2021-03-09	CHEVRON 0108129	63110000	Unit #41 Fuel	\$20.00
2021-03-10	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$58.23
2021-03-10	THE HOME DEPOT #0569	63190000	Split - Maintenance supplies - Facilities (21.63%)	\$23.94
2021-03-10	THE HOME DEPOT #6985	63110000	Gas unit 45 - Facilities	\$64.68
2021-03-10	UNITED REFRIG BR #83	63150000	Building supplies- NPO	\$86.85
2021-03-11	THE HOME DEPOT #0585	63190000	Maintenance supplies - Facilities	\$7.98
2021-03-11	TURNER'S HARDWARE	63190000	Maintenance supplies - Facilities	\$25.51
2021-03-11	EMPIRE TOOL TRADERS	63190000	Maintenance supplies - Facilities	\$8.48
2021-03-11	CHASE - CITY OF HOUSTO	64920000	Permit Conv fee - Facilities	\$8.00
2021-03-11	CITY OF HOUSTON ADMIN	64920000	Building permit - Facilities	\$267.53
2021-03-12	THE HOME DEPOT 577	63990000	Misc building supplies for 6300	\$269.44
2021-03-12	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$160.13
2021-03-12	883-PEPBOYS	63170000	Vehicle parts unit 42 - Facilities	\$656.44
2021-03-12	883-PEPBOYS	63170000	Vehicle part unit 31 -Facilities	\$17.92
2021-03-12	THE HOME DEPOT #0577	63180000	Misc custodial supplies	\$11.88
2021-03-12	AMAZON.COM*UI0BV9XL3	63990000	Misc office supplies	\$39.99
2021-03-18	EXXONMOBIL 47937826	63110000	Gas unit 46 - Facilities	\$69.11
2021-03-18	JOHNSON SUPPLY PASADEN	63190000	Maintenance supplies - Facilities	\$172.83
2021-03-19	CE HOUSTON 3759	63940001	Fan Motor for chillers / 6300	\$1,078.08
2021-03-22	THE HOME DEPOT #0569	63190000	Split - Maintenance supplies - Facilities (85.55%)	\$87.94
2021-03-22	THE HOME DEPOT 577	63990000	Plants/building supplies 5th floor	\$265.36
2021-03-22	TX DPS PRIV SEC BUS	64970000	Staff License fee (W. Parsons)-Facilities	\$412.00
2021-03-22	CHEVRON 0359347	63110000	Gas unit 45 - Facilities	\$72.21
2021-03-22	TEXAS CONTINUING EDUCA	64970000	Continuing ed for J. Lara	\$30.00
2021-03-22	TX DPS PRIV SEC IND	64970000	License & pocket card fees (W.Parsons)-Facilities	\$57.00
2021-03-23	883-PEPBOYS	63190000	Maintenance supplies - Facilities	\$229.78
2021-03-23	LOWES #01145*	63190000	Maintenance supplies - Facilities	\$27.94
2021-03-23	FP MAILING SOLUTIONS	64980000	Postage	\$656.00
2021-03-24	LOWES #00501*	63190000	Maintenance supplies - Facilities	\$60.18
2021-03-24	CE HOUSTON SE	63150000	Building supplies - 6300 Irvington	\$610.08
2021-03-24	GRAINGER	63990000	Misc kitchen supplies	\$579.60
2021-03-24	GRAINGER	63990000	Misc kitchen supplies	\$539.12
2021-03-24	USPS PO 4801740017	64980000	Postage	\$55.00
2021-03-24	USPS PO 4801740017	64980000	Postage	\$55.00
2021-03-24	LOWES #00681*	63190000	Misc maintenance supplies	\$39.94
2021-03-25	PIZZA HUT #27168	64150000	Meeting with maintenance staff for Auction items	\$76.00
2021-03-25	SAMSClub.COM	63990000	Breakroom supplies	\$26.66
2021-03-25	NORTHERN TOOL EQUIP TX	63190000	Maintenance supplies - Facilities	\$30.04
2021-03-25	SUMMIT ELECTRIC SUPPLY	63150000	Building supplies - 6300 Irvington	\$933.90
2021-03-25	HOUSTON PERMITTING CTR	64920000	Building Permits - Facilities	\$445.87

HCDE Procurement Card Report - April Statement

083 - Facilities Support Services

2021-03-26	USPS PO 4801740017	64980000	Postage	\$110.00
2021-03-26	THE HOME DEPOT 577	63150000	Building supplies - 6300 Irvington	\$500.00
2021-03-26	THE HOME DEPOT #0577	63150000	Credit- 6300 Irvington	(\$41.15)
2021-03-26	CHEVRON 0108129	63110000	Fuel for Unit #25	\$17.09
2021-03-27	AMZN MKTP US*4L4585SD3	63190000	Maintenance supplies - Facilities	\$62.99
2021-03-28	AMZN MKTP US*0A0TH6XS3	63190000	Maintenance supplies - Facilities	\$25.99
2021-03-29	THE HOME DEPOT 569	63190000	Maintenance supplies - Facilitates	\$95.95
2021-03-29	CHEVRON 0205468	63110000	Gas unit 45 - Facilities	\$71.44
2021-03-29	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$104.90
2021-03-29	883-PEPBOYS	63170000	Vehicle parts unit#25 - Facilities	\$113.85
2021-03-30	AMAZON.COM*D05RE9UV3	63990000	Rug Doctor for NPO	\$593.32
2021-03-30	883-PEPBOYS	63190000	Maintenance supplies - Facilities	\$283.28
2021-03-30	AMZN MKTP US*YQ9FU2X93	63190000	Maintenance supplies - Facilities	\$279.98
2021-03-31	PIZZA HUT #27168	64150000	Meeting/Facilities Staff Auction clean out	\$102.92
2021-03-31	AMAZON.COM*D05BT49G3	63990000	Misc Facilities' supplies	\$19.99
2021-03-31	AMZN MKTP US*R970V2E13	63990000	Misc office supplies	\$10.99
2021-03-31	OFFICE DEPOT #2809	63990000	Misc Facilities office supplies	\$212.99
2021-03-31	STOKES HARDWARE AND S	63190000	Misc maintenance supplies	\$31.63
2021-04-01	STOKES HARDWARE AND S	63190000	Misc maintenance supplies	\$21.48
2021-04-01	JOHNSON SUPPLY N SHE	63150000	More parts and supplies for a/c 502	\$872.74
2021-04-01	JOHNSON SUPPLY N SHE	63150000	Supplies for 502 a/c	\$75.28

083 - Facilities Support Services \$13,192.59

084 - Facilities Operations

2021-03-09	THE HOME DEPOT #0585	63150000	Building supplies - ABS West	\$13.44
2021-03-09	THE HOME DEPOT #6985	63150000	Building supplies - NPO	\$18.20
2021-03-09	CITY SUPPLY COMPANY, I	63150000	Maintenance supplies - Facilities	\$13.47
2021-03-11	THE HOME DEPOT #0569	63150000	Maintenance supplies - LaPorte	\$55.74
2021-03-11	CITY OF HOUSTON-HEALTH	64920000	Building permit - ABS West	\$90.00
2021-03-11	CHASE-CITYOFHOUSTONHE A	64920000	Permit Conv fee - ABS West	\$2.50
2021-03-18	THE HOME DEPOT #6510	63150000	Building supplies - Fortis	\$25.49
2021-03-22	IN *SWETTCORP	62460000	Elevator services - Highpoint East	\$205.00
2021-03-23	THE HOME DEPOT #0569	63150000	Maintenance supplies - Channelview	\$79.70
2021-03-23	CITY SUPPLY COMPANY, I	63150000	Building supplies - ABS East	\$97.50
2021-03-24	CITY SUPPLY COMPANY, I	63150000	Refund - ABS East	(\$97.50)
2021-03-25	THE HOME DEPOT #6586	63150000	Maintenance supplies - Facilities	\$54.77
2021-03-26	UNITED REFRIG BR #83	63150000	Building supplies - Highpoint East	\$131.50
2021-03-29	SUMMIT ELECTRIC SUPPLY	63150000	Building supplies - ABC East	\$362.50
2021-03-29	THE HOME DEPOT #1832	63150000	Maintenance supplies - Facilities	\$16.98
2021-03-29	TURNER'S HARDWARE	63150000	Building supplies - ABC East	\$15.99
2021-03-30	THE HOME DEPOT 6507	63150000	Maintenance supplies - Baytown	\$81.44
2021-03-31	C OF H SOLID WASTE MGT	64920000	Building Permit - ABS East	\$178.34
2021-04-01	CITY SUPPLY COMPANY, I	63150000	Building supplies - ABS East	\$181.52
2021-04-01	SHELL OIL 575430827QPS	63150000	Gas unit# 32 -Facilities	\$34.00
2021-04-01	THE HOME DEPOT #6509	63150000	Building supplies - ABS East	\$143.97

084 - Facilities Operations \$1,704.55

HCDE Procurement Card Report - April Statement

089 - Choice Facility Partners

2021-03-13	HUBSPOT INC.	64990000	Subscription for CRM usage-Choice Partners	\$400.00
2021-03-23	TASBO	64940000	TASBO 2021 Engage Annual Conference Classes Refund	(\$40.00)
2021-03-24	BUTLER BUSINESS PRODUC	63990000	Office supplies for Choice Partners	\$184.80
2021-03-25	BUTLER BUSINESS PRODUC	63990000	Office supply for Choice Partners	\$24.87
2021-03-31	FORWARD TIMES PUBLISHI	64960000	Advertisement for bid 21/042MJ	\$540.00
2021-03-31	INFORMACION PUBLISHING	64960000	Advertisement for bid 21/042MJ	\$630.00

089 - Choice Facility Partners \$1,739.67

089 - Choice Partners

2021-03-09	DEMERIS BARBECUE - SHE	64150000	CP Year In Review Meeting_030921	\$325.00
2021-03-24	TEXAS K-12 CTO COUNCIL	64140000	Registration for Texas K-12 CTO Clinic	\$299.00
2021-03-29	TAPPA	64940000	2021 TAPPA Virt. Conf. Registration - SKendrick	\$50.00

089 - Choice Partners \$674.00

090 - Technology Support Services

2021-03-07	AMAZON.COM	63990000	Supplies - Refund for 3-D Printer Return	(\$368.62)
2021-03-08	TEAMVIEWER.COM	63970001	Software License Renewal - TeamViewer	\$1,548.00
2021-03-10	ALONTI CAFE & CATERING	64150000	Lunch Meeting	\$347.12
2021-03-25	AMZN MKTP US*BW0TQ4S73	63990000	Supply Item - for Presentation Set Ups	\$382.45
2021-03-29	AMZN MKTP US*CA2O42Y03	63990000	Supply Item - for Presentation Set Ups	\$49.99
2021-04-01	TYPEFORM S.L	63970001	Software renewal	\$70.00

090 - Technology Support Services \$2,028.94

092 - Marketing Services

2021-03-05	EIG*CONSTANTCONTACT.C O	64990000	Subscription for HCDE usage	\$395.00
2021-03-22	J. HARDING & CO	64960004	Apparel with HCDE logo	\$56.98
2021-03-25	EIG*CONSTANTCONTACT.C O	64990000	Subscription for HCDE usage	\$1,925.19
2021-03-31	TEXAS SCHOOL PUBLIC RE	64960004	Ad-Communication Matters Summer & Fall \$1,125 each	\$2,250.00
2021-03-31	TEXAS SCHOOL PUBLIC RE	64940000	HCDE sponsorship of 2021 TSPRA conference.	\$1,500.00
2021-03-31	TEXAS SCHOOL PUBLIC RE	62650000	HCDE exhibit booth at 2021 TSPRA conference.	\$2,150.00
2021-04-02	NSPRA	64970000	Split - NSPRA Membership-J.Wachs (29.84%)	\$285.00
2021-04-02	NSPRA	64140000	Split - NSPRA Conf. Reg-J.Wachs (70.16%)	\$670.00
2021-04-02	NSPRA	64140000	NSPRA mbrshp fee & 2021 conference registration	\$955.00

092 - Marketing Services \$10,187.17

HCDE Procurement Card Report - April Statement

093 - Chief Information Officer

2021-03-13	HOUSTON CHRONICLE CIRC	63970000	Online newspaper subscription for D. Clark	\$18.02
2021-03-31	NSPRA	64140000	NSPRA Conf. Reg for D. Clark	\$695.00

093 - Chief Information Officer **\$713.02**

094 - External Relations

2021-03-10	LA QUINTA INNS 0907	64110000	Split - Employee travel lodging (75.93%)	\$85.41
2021-03-10	LA QUINTA INNS 0907	64130000	Split - Employee travel transportation (24.07%)	\$27.07
2021-03-26	PATH, INT'L	64990000	Annual membership	\$70.00
2021-03-28	HOUSTON CHRONICLE CIRC	63290000	Reading materials	\$16.95

094 - External Relations **\$199.43**

111 - Therapy Services

2021-03-05	ZOOM.US 888-799-9666	64990000	Used for virtual workshop	\$199.90
2021-03-12	ZOOM.US	64990000	Unapproved Charge- refund issued	(\$105.96)
2021-03-16	EIG*CONSTANTCONTACT.C O	64990000	Email Blast for recruitment	\$65.00

111 - Therapy Services **\$158.94**

131 - ABC East

2021-03-05	SAMSClub #8244	64990000	Expenses for Boystown	\$55.27
2021-03-05	OFFICE DEPOT #1127	63990000	Expenses for office supplies	\$13.98
2021-03-06	LOWES #01570*	63990000	Expenses for supplies	\$94.76
2021-03-07	WAL-MART #2718	64990000	Expenses for Supplies	\$9.98
2021-03-08	USPS PO 4813700023	64980000	Certificate of mailing for parents	\$14.10
2021-03-11	USPS PO 4816200530	64980000	Certificate of mailing for parents	\$4.65
2021-03-12	BEST BUY 00002337	63990000	Expense for tech supplies	\$122.96
2021-03-12	CRISIS PREVENTION	63990000	Expenses for CPI	\$1,724.28
2021-03-12	CHICK-FIL-A #03071	63410000	Expenses for students	\$29.96
2021-03-13	USPS PO 4801290015	64980000	Certificate of mailing for parents	\$4.70
2021-03-23	SAMS CLUB #8244	64990000	Face mask and water for Students	\$97.58
2021-03-24	INDIOS TACO HOUSE	64150000	Expenses for budget meeting	\$25.20
2021-03-24	USPS PO 4816200530	64980000	Certificate of mailing for parents	\$64.80
2021-03-26	USPS PO 4816200530	64980000	Certificate of mailing for parents	\$181.15
2021-03-26	PIZZA HUT 032231	63410000	Expenses for students	\$20.00
2021-03-30	OFFICE DEPOT #482	63990000	Reverse for tax charge	(\$36.00)
2021-03-30	H-E-B #540	64990000	Expenses for Domestic Lab	\$11.56
2021-03-30	OFFICE DEPOT #482	63990000	taxes were charge, charges reversed	\$36.00
2021-03-30	OFFICE DEPOT #482	63990000	Expenses for supplies	\$33.26
2021-03-30	USPS PO 4813700023	64980000	Certificate of mailing for parents	\$5.75
2021-03-31	SAMSClub.COM	64990000	Expenses for students	\$83.28
2021-03-31	AMZN MKTP US*T25HS9BZ3	63990000	Expense for Supplies	\$283.78
2021-04-01	SAMSClub #8244	64990000	Expenses for students	\$76.65
2021-04-01	PIZZA HUT 032231	63410000	Expenses for students	\$238.70
2021-04-02	USPS PO 4801290015	64980000	Certificate of mailing for parents	\$29.88
2021-04-04	KROGER #740	63990000	Expenses for supplies	\$21.57
2021-04-04	WALGREENS #4328	63990000	Expenses for supplies	\$58.88

131 - ABC East **\$3,306.68**

HCDE Procurement Card Report - April Statement

132 - ABC West

2021-03-05	USPS PO 4801500411	64980000	Certified Mail for Parents & Students	\$60.49
2021-03-06	SAMSCLUB #8245	64990000	Boys Town Trading Store/rewards for students	\$142.66
2021-03-08	SAMSCLUB #4769	63990000	General Supplies	\$66.74
2021-03-08	SAMSCLUB #4769	64990000	Boys Town Trading Store/rewards for students	\$38.63
2021-03-08	SAMSCLUB #4769	63980000	Food for Classroom	\$35.76
2021-03-08	SAMS CLUB #4769	63980000	Food for Classroom	\$137.34
2021-03-08	SAMS CLUB #4769	64990000	Boys Town Trading Store/rewards for students	\$191.28
2021-03-08	SAMS CLUB #4769	64990000	Boys Town Trading Store/rewards for students	\$44.80
2021-03-08	SAMS CLUB #4769	63980000	Food for Classroom	\$19.44
2021-03-08	USPS PO 4801500411	64980000	Certified Mail for Parents & Students	\$6.30
2021-03-09	AMZN MKTP US	63990000	Return of General Supplies for the Nurse	(\$18.79)
2021-03-09	WAL-MART #3296	63990000	General Supplies for the Staff	\$8.88
2021-03-09	OFFICE DEPOT #67	63910000	Instructional Materials for Students	\$123.82
2021-03-10	AMZN MKTP US*DJ8Z94AY3	63990000	General Supplies for the Nurse	\$65.96
2021-03-10	AMZN MKTP US*LL2PO2DS3	63990000	General Supplies for the Staff	\$16.98
2021-03-11	DOLLARTREE	64990000	Boys Town Trading Store/rewards for students	\$169.00
2021-03-11	DOLLARTREE	64990000	Boys Town Trading Store/rewards for students	\$73.50
2021-03-11	USPS PO 4801500411	64980000	Certified Mail for Parents & Students	\$8.40
2021-03-12	SHELL OIL 12457945009	63110000	ABS West Van Fill Up	\$59.78
2021-03-12	SHELL OIL 12457945009	63110000	ABS West Bus Fill Up	\$134.75
2021-03-12	USPS PO 4803790066	64980000	Certified Mail for Parents & Students	\$36.40
2021-03-16	GIANT DOLLAR 6	64990000	Boys Town Trading Store/Rewards for Students	\$37.06
2021-03-22	AMZN MKTP US	63990000	Refund General Supplies for the Nurse	(\$31.57)
2021-03-22	PAYPAL *PUBLISHPWR	63910000	Instructional Materials for the Students	\$87.00
2021-03-22	USPS PO 4801500411	64980000	Certified Mail for Parents & Students	\$7.22
2021-03-23	USPS PO 4803790066	64980000	Certified Mail for Parents & Students	\$4.20
2021-03-25	SAMSCLUB #4769	63990000	General Supplies	\$85.76
2021-03-25	SAMSCLUB #4769	64990000	Boys Town Trading Store/rewards for students	\$199.20
2021-03-25	WAL-MART #3584	63990000	General Supplies	\$27.72
2021-03-25	SAMS CLUB #4769	64990000	Boys Town Trading Store/rewards for students	\$89.82
2021-03-25	SAMS CLUB #4769	64990000	Boys Town Trading Store/rewards for students	\$634.18
2021-03-25	WM SUPERCENTER #3584	64990000	Boys Town Trading Store/rewards for students	\$89.38
2021-03-25	USPS PO 4801500411	64980000	Certified Mail for Parents & Students	\$4.20
2021-03-26	USPS PO 4803790066	64980000	Certified Mail for Parents & Students	\$29.24

HCDE Procurement Card Report - April Statement

132 - ABC West

2021-03-29	USPS PO 4801500411	64980000	Certified Mail for Parents & Students	\$2.10
2021-03-30	USPS PO 4801500411	64980000	Certified Mail for Parents & Students	\$19.50
2021-03-31	USPS PO 4803790066	64980000	certified mail for the parents	\$4.50
2021-03-31	SAMS CLUB #4769	63990000	General Supplies for Boys Town	\$28.96
2021-03-31	SAMSCLUB #4769	64990004	Field Trip for the Students for the Park	\$101.10
2021-04-01	USPS PO 4803790066	64980000	Certified Mail for Parents	\$2.10
2021-04-01	USPS PO 4801500411	64980000	Certified mail for the parents	\$20.34
2021-04-01	AMZN MKTP US*J32ZT63T3	63990000	General Supplies for the Nurse	\$99.99
2021-04-01	PIZZA HUT #27164	64990000	Boys Town Rewards for Students	\$227.56

132 - ABC West \$3,191.68

190 - Technology Cloud Project

2021-03-07	AMAZON.COM*UO1KP69W3	63990000	General Supplies	\$76.10
2021-03-07	AMAZON.COM*VJ1EL6JH3	63990000	General Supplies	\$48.54
2021-03-08	ADOBE ACROPRO SUBS	64990000	Acrobat Pro DC	\$14.99
2021-03-09	MRSJDESIGNS, LLC	63960000	Tax Refund	(\$2.04)
2021-03-09	BLUESKY APPS	64990000	Refund for Hobby Subscription	(\$12.49)
2021-03-10		64990000	Refund Intl. Transaction Fee	(\$1.79)
2021-03-10	QR-CODE-GENERATOR.COM	64990000	Refund for International Charge	(\$178.88)
2021-03-10	THINKIFIC.COM	64990000	Thinkific Labs Monthly Subscription	\$99.00
2021-03-10	SXSW, LLC	64140000	SXSW Registration	\$159.00
2021-03-11	GRAMMARLY COMV0VMML	64990000	Refund Grammarly	(\$59.95)
2021-03-12	BITLY.COM	64990000	Bitly Basic Plan	\$37.31
2021-03-13	ZOOM.US 888-799-9666	64990000	ZOOM Standard Pro Montly	\$44.97
2021-03-14	AMAZON.COM*KD9ZO7D83	63990000	General Supplies	\$76.19
2021-03-19	IN *J.COLE PRODUCTIONS	63960000	Graphic Flyers - Ron Clark	\$350.00
2021-03-24	IN *J.COLE PRODUCTIONS	63960000	Brochure Booklet	\$375.00
2021-03-25	LINKEDIN 5512404586	64990000	Linked In	\$64.94
2021-03-25	IN *J.COLE PRODUCTIONS	63960000	Graphic Flyer - Ron Clark	\$50.00
2021-03-26	IN *J.COLE PRODUCTIONS	63960000	Graphic Flyer - 2021 Culture Cultivator	\$125.00
2021-03-26	BLUESKY APPS	64990000	BlueSky Pro Monthly Fee	\$19.99
2021-03-26	IN *J.COLE PRODUCTIONS	63960000	Logo Design, Graphic Flyer ZOOM Background	\$350.00
2021-03-27	IN *J.COLE PRODUCTIONS	63960000	Graphic Flyers - Speakers	\$75.00
2021-03-29	IN *J.COLE PRODUCTIONS	63960000	Graphic Flyer - Speaker	\$25.00
2021-03-30	ZOOM.US 888-799-9666	64990000	ZOOM - 1000 Participants	\$40.65
2021-03-30	IN *J.COLE PRODUCTIONS	63960000	Graphic Flyer	\$100.00
2021-03-31	IN *J.COLE PRODUCTIONS	63960000	Graphic Flyers	\$50.00
2021-03-31	IN *J.COLE PRODUCTIONS	63960000	Graphic Flyers - Speakers	\$50.00
2021-04-02	ADOBE *800-833-6687	63970000	Adobe ID account login - Access Adobe Products	\$9.99
2021-04-03	AMAZON.COM*G958Z8LC3	63990000	Headset	\$71.40
2021-04-03	AMZN MKTP US*1549A0LJ3	64180000	Candy	\$59.97
2021-04-04	WETRANSFER	64990000	WeTransfer Pro	\$12.00
2021-04-04	AMAZON.COM*Y45431MT3	63990000	General Supplies	\$111.90

190 - Technology Cloud Project \$2,241.79

HCDE Procurement Card Report - April Statement

201 - Adult Education

2021-03-08	SHIPLEY S MASON RD	64180000	Refreshments for AED Ops Meeting	\$31.98
2021-03-08	DEMERIS BARBECUE - SHE	64180000	Refreshments for AED Ops Meeting	\$135.20
2021-03-08	PICATA PIZZA & PASTA	64180000	Refreshments for AED Staff Meeting	\$132.92
2021-03-11	CHICK-FIL-A #02918	64180000	Refreshments for Opts Meeting	\$61.56
2021-03-15	EXTRA SPACE 0521	62680000	Storage for AED Furniture and materials	\$110.50
2021-03-20	SMK*SURVEYMONKEY.COM	63970000	Split - Software Purchase for AED Virtual Classes (50%)	\$479.70
2021-03-20	SMK*SURVEYMONKEY.COM	63970000	Split - Software Purchase for AED Virtual Classes (50%)	\$479.70
2021-03-28	OFFICEMAX/DEPOT 6782	63990000	Split - Copies of binders for presentation (50%)	\$63.31
2021-03-28	OFFICEMAX/DEPOT 6782	63990000	Split - Copies of binders for presentation (50%)	\$63.30
2021-03-29	JASON'S DELI TNY 028	64180000	Refreshments for Ops Meeting/12+ Project	\$127.94
2021-04-01	ALONTI CAFE & CATERING	64180000	Refreshments for AED Ops Meeting	\$141.41
2021-04-04	AMAZON.COM*G75DH02N3	64180000	General Supplies for Division	\$128.22

201 - Adult Education \$1,955.74

301 - ISS-Division Wide

2021-03-08	PAPPAS BAR-B-Q #061Q80	64150000	Culture Data Analysis Meeting lunch	\$147.40
2021-03-11	WAL-MART #4526	64180000	Refreshments for TLC Meeting 3/12/21	\$58.52
2021-03-14	LA MADELEINE SAWYER HE	64150000	Breakfast for TLC Meeting 3/12 & 24/21 - Day 1	\$192.00
2021-03-25	TST* CAFE EXPRESS - RI	64150000	Lunch for TLC Quarter Reflections Mtg. 3/24/21	\$198.77

301 - ISS-Division Wide \$596.69

302 - ISS-Math

2021-03-09	JASON'S DELI TNY 028	64150000	CAMT Meeting Participants Lunch	\$183.10
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302 - ISS-Math \$183.10

304 - ISS-Bilingual

2021-03-10	AMAZON.COM*YM0GI0GI3	63910000	Instructional Material - The Reading Brain	\$15.99
2021-03-11	ZOOM.US 888-799-9666	64990000	Zoom refund from an original payment.	(\$4.28)
2021-03-25	OFFICE DEPOT #17	63990000	Office Supplies - Pens, markers, comp. notebooks	\$87.45

304 - ISS-Bilingual \$99.16

HCDE Procurement Card Report - April Statement

307 - ISS-English Language Arts

2021-03-22	AMAZON.COM*W220Q7TZ3	63990000	Office Supplies - Earbud/Headphones	\$29.99
2021-03-23	AMAZON.COM*JZ1CI44K3	63290000	Reading Materials for ELA TLC Director.	\$44.09
2021-03-23	IN *J.COLE PRODUCTIONS	64990000	Graphic Design for TLC workshops.	\$125.00
2021-03-24	BUTLER BUSINESS PRODUC	63990000	Office supplies - toner, batteries, index cards	\$231.97
2021-03-24	BUTLER BUSINESS PRODUC	63990000	Office Supply - Cyan Toner	\$111.79
2021-03-24	BUTLER BUSINESS PRODUC	63990000	Office supply - Yellow toner	\$111.79
2021-03-24	ZOOM.US 888-799-9666	64990000	Active Subscription for workshops.	\$40.00
2021-03-27	BITLY.COM	64990000	Monthly active subscription for TLC workshops.	\$37.31
2021-03-29	ZOOM.US 888-799-9666	64990000	Monthly active subscription for TLC workshops.	\$54.99
2021-03-31	IN *COLOR ONE SYSTEMS,	63960000	Printing of TLC Door Posters	\$180.00
2021-04-01	IN *J.COLE PRODUCTIONS	64990000	Flyers created for TLC workshops.	\$375.00
2021-04-01	AMAZON.COM*4497T6N43	63990000	Office Supplies - Printer paper	\$30.60
2021-04-01	STICKER MULE	63990000	Office Supplies - Stickers for Workshops	\$85.00
2021-04-02	AMAZON.COM*2O8OJ1RS1	63990000	Office Supply - Yearly Calendar	\$19.88
2021-04-02	AMAZON.COM*TG6GV0JO3	63290000	Book for TLC ELA Curriculum Director	\$27.91
2021-04-04	FLOWCODE	64990000	Active subscription for TLC workshop.	\$4.95
2021-04-04	AMAZON.COM*DK3QM6113	63910000	Books for TLC workshops.	\$158.90

307 - ISS-English Language Arts \$1,669.17

308 - ISS-Social Studies

2021-03-29	AMAZON.COM*Z43PR10S3	63910000	Books for workshop - Manhattan: Story of an Island	\$246.55
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308 - ISS-Social Studies \$246.55

312 - Scholastic Arts Program

2021-03-31	PP*TRUE IMAGE	64990000	Video Support for Scholastic Virtual Ceremonies	\$600.00
2021-04-01	DROPBOX 62VRY5C54W99	64990000	Electronic Files Storage	\$127.79

312 - Scholastic Arts Program \$727.79

314 - ISS-Speaker Series

2021-03-11	ZOOM.US 888-799-9666	64990000	Refund - ZOOM	(\$128.97)
2021-03-15	HOUSTON CHRONICLE CIRC	63290000	Refund - Houston Chronicle	(\$18.51)
2021-03-25	EDWEEK PREMIUM DIGITAL	63290000	Reading Materials	\$35.00
2021-03-30	AMAZON.COM*XJ72F8ED3	63990000	Pencil Sharpener	\$18.18

314 - ISS-Speaker Series (\$94.30)

HCDE Procurement Card Report - April Statement

501 - Special Schools

2021-03-04	FIESTA EN GUADALAJARA	64150000	Expenses for Business Meeting	\$160.40
			Meals-Admin Meeting	
2021-03-04	SAMSCLUB.COM	64180000	Expenses for	\$190.99
			Refreshments-Admin/District	
			meetings	
2021-03-06	PAPPADEAUX SEAFOOD #76	64150000	Expenses for Business	\$124.41
			Meeting-Admin Meeting	
2021-03-10	GRACES ON KIRBY	64150000	Expenses for Business	\$149.62
			Meeting-District Meeting	
2021-03-13	KING RANCH TX KITCHEN	64150000	Expenses for Business	\$351.50
			Meeting-Admin Meeting	
2021-03-29	PAPPAS BAR-B-Q #666Q80	64150000	Expenses for Business	\$75.26
			Meeting-Admin Meeting	
2021-03-30	AMZN MKTP US*X58QZ5Y33	63990000	General Supplies and	\$160.98
			Materials-Schools	
2021-03-31	TEXAS ASSN SCHOOL BOAR	64140000	Brenda Mullins registration- TX	\$50.00
			Asso. School Board	
2021-04-01	SALTGRASS HUMBLE	64150000	Expenses for Business	\$120.65
			Meeting-District Meeting	

501 - Special Schools \$1,383.81

800 - Fortis Academy

2021-03-04	LITTLE CAESARS 4578	63410000	Student's Lunches	\$15.00
2021-03-08	SAMS CLUB #8245	63410000	fees for student's lunches	\$38.54
2021-03-09	POPEYES 11105	63410000	fees for student's lunches	\$48.97
2021-03-10	SAMS CLUB #8245	63910000	fees for instructional supplies	\$213.70
			Culinary Class	
2021-03-11	DOLLARTREE	63990000	fees for office supplies	\$15.00
2021-03-11	WM SUPERCENTER #1279	63410000	fees for student's cafeteria	\$32.52
			lunches	
2021-03-12	A.R.H.E.	64970000	Fees for Dr. Moten's Membership	\$125.00
			Renewal	
2021-03-12	SAMS CLUB #8245	63410000	fees for student's cafeteria	\$19.98
			lunches	
2021-03-14	AMZN MKTP US*MN6GB8RC3	63910000	fees for instructional supplies	\$23.88
			English class	
2021-03-14	AMAZON.COM*I34YL44Q3	63290000	Fees for: Reading Materials	\$178.36
2021-03-16	AMZN MKTP US*9J7978YX3	63990000	Split - fees for office supplies	\$137.31
			(94.31%)	
2021-03-16	AMZN MKTP US*9J7978YX3	64990000	Split - fees for shipping (5.69%)	\$8.29
2021-03-22	SAMSCLUB #8245	63910000	fees for instructional supplies	\$68.77
			Culinary class	
2021-03-22	WENDY'S 41	63410000	fees for student's lunches	\$48.71
2021-03-24	SAMS CLUB #8245	63910000	fees for instructional supplies	\$50.98
			Culinary class	
2021-03-25	POPEYES 2659 / HFF5	63410000	fees for student's lunches	\$54.99
2021-03-26	SAMSCLUB #8245	63410000	fees for student's lunches	\$44.90
2021-03-26	SAMSCLUB #8245	63410000	fees for student's breakfast	\$41.44
2021-03-29	LUBYS CAFE #0087 Q99	63410000	fees for student's lunches	\$98.89
2021-03-29	SAMS CLUB #8245	63110000	fees for fuel (van)	\$58.89
2021-03-30	POPEYES 11105	63410000	fees for student's lunches	\$67.98
2021-03-31	WENDY'S 41	63410000	fees for student's lunches	\$64.00
2021-04-01	LITTLE CAESARS 4578	63410000	fees for student's lunches	\$35.00

800 - Fortis Academy \$1,491.10

HCDE Procurement Card Report - April Statement

901 - Head Start

2021-03-04	THE HOME DEPOT 569	63190000	Maintenance supplies - Sheffield Head Start	\$82.74
2021-03-05	OASIS NORTHWOOD	63110000	Split - Fuel for HS courier vehicle (70%)	\$25.14
2021-03-05	OASIS NORTHWOOD	63110000	Split - Fuel for EHS courier vehicle (30%)	\$10.78
2021-03-05	LOWES #00681*	63940001	Startup supplies - Tidwell EHS expansion project	(\$24.76)
2021-03-08	TX HHSC CCL FEE	64920000	CCL background fees for Humble HS	\$4.35
2021-03-08	TX HHSC CCL FEE	64920000	CCL background fees for La Porte HS	\$20.71
2021-03-09	EXXONMOBIL 48175327	63110000	Split - Fuel for HS courier vehicle (70%)	\$25.07
2021-03-09	EXXONMOBIL 48175327	63110000	Split - Fuel for EHS courier vehicle (30%)	\$10.75
2021-03-09	DOLLAR TREE, INC.	64990000	Policy Council parent appreciation	\$72.00
2021-03-09	WAL-MART #3302	63990000	Laundry supplies needed for Baytown EHS	\$54.72
2021-03-09	THE COUNCIL FOR PROFES	62210000	CDA assessment fees for 3 HS staff (75%)	\$1,275.00
2021-03-09	THE COUNCIL FOR PROFES	62210000	CDA assessment fees for 1 EHS staff (25%)	\$425.00
2021-03-09	CITY OF BAY TOWN ALARM	64920000	Alarm permit renewal fee for Baytown HS (89%)	\$24.92
2021-03-09	CITY OF BAY TOWN ALARM	64920000	Alarm permit renewal fee for Baytown EHS (11%)	\$3.08
2021-03-10	THE HOME DEPOT #0569	63190000	Split - Maintenance Supplies - Channelveiw (78.37%)	\$86.74
2021-03-10	ALL POINTS FOODSERVICE	63190000	Maintenance supplies - Coolwood	\$303.76
2021-03-10	C OF H SOLID WASTE MGT	63190000	Maintenance supplies - Fifth Ward Head Start	\$178.34
2021-03-10	TX HHSC CCL FEE	64920000	CCL background fees for JD Walker HS	\$12.53
2021-03-10	STATEFOODSAFETYCOM	64940000	TX Food Handler' Card License for J Martinez	\$10.00
2021-03-11	THE HOME DEPOT #0569	63190000	Maintenance supplies - Channelview	\$28.38
2021-03-11	TX HHSC CCL FEE	64920000	CCL background fees for Channelview HS	\$10.48
2021-03-11	TX HHSC CCL FEE	64920000	CCL background fees for Tidwell HS	\$24.80
2021-03-11	TX HHSC CCL FEE	64920000	CCL background fees for Dogan HS	\$6.39
2021-03-12	EXXONMOBIL 48048037	63110000	Split - Fuel for HS courier vehicle (70%)	\$25.55
2021-03-12	EXXONMOBIL 48048037	63110000	Split - Fuel for EHS courier vehicle (30%)	\$10.95
2021-03-22	THE HOME DEPOT #0569	63190000	Split - Maintenance Supplies - LaPort (14.45%)	\$14.85
2021-03-22	HARRIS COUNTY - HCPH-E	64920000	Food Handler Annual Fee for Tidwell	\$285.00
2021-03-23	THE HOME DEPOT #0577	63190000	Maintenance supplies - Baytown	\$45.08
2021-03-23	CHEVRON 0379065	63110000	Split - Fuel for HS courier vehicle (70%)	\$26.65
2021-03-23	CHEVRON 0379065	63110000	Split - Fuel for EHS courier vehicle (30%)	\$11.42

HCDE Procurement Card Report - April Statement

901 - Head Start

2021-03-24	SHELL OIL 425842201QPS	63110000	Split - Fuel for HS courier vehicle (70%)	\$30.78
2021-03-24	SHELL OIL 425842201QPS	63110000	Split - Fuel for EHS courier vehicle (30%)	\$13.19
2021-03-24	TX HHSC CCL FEE	64920000	CCL background fees for Compton HS	\$152.61
2021-03-25	EXXONMOBIL 48054464	63110000	Split - Fuel for HS courier vehicle (70%)	\$23.39
2021-03-25	EXXONMOBIL 48054464	63110000	Split - Fuel for EHS courier vehicle (30%)	\$10.02
2021-03-26	AMZN MKTP US*1F5T76OU3	63420000	Non-Food kitchen supplies for La Porte HS	\$59.96
2021-03-26	IDENTOGO - TX FINGERPR	62990000	Fingerprint Services for A Desantis	\$40.75
2021-03-26	USPS PO 4801790029	64980000	Postage for the HS Program	\$110.00
2021-03-26	AMZN MKTP US*TD8DN6DS3	63910000	Item accidentally charged to business card.	\$28.98
2021-03-27	WALMART.COM AT	63990000	Office supplies for the Sr. Director of HS	\$121.95
2021-03-29	BUC-EE'S #34	63110000	Split - Fuel for HS courier vehicle (70%)	\$24.79
2021-03-29	BUC-EE'S #34	63110000	Split - Fuel for EHS courier vehicle (30%)	\$10.62
2021-03-29	O'REILLY AUTO PARTS 40	63190000	Maintenance supplies - Coolwood	\$46.95
2021-03-29	WALMART.COM AZ	63980000	Classroom refrigerators for La Porte HS	\$268.00
2021-03-29	TX HHSC CCL FEE	64920000	Split - CCL background fees for Baytown HS (89%)	\$45.73
2021-03-29	TX HHSC CCL FEE	64920000	Split - CCL background fees for Baytown EHS (11%)	\$5.65
2021-03-29	THE HOME DEPOT 569	63190000	Maintenance supplies - Barrett Station	\$90.03
2021-03-30	NATIONAL HEAD START AS	64940000	NHSA 2021 Conference registration fee for M Niles	\$499.00
2021-03-30	DOLLAR TREE	64990000	Supplies for April's PC energizer	\$6.00
2021-03-30	CHILDREN AT RISK - MOT	64940000	Registration fees 4 GRahman Children at Risk Trng (85%)	\$38.25
2021-03-30	CHILDREN AT RISK - MOT	64940000	Registration fees 4 GRahman Children at Risk Trng (15%)	\$6.75
2021-03-30	AMZN MKTP US*XO84553G3	64990000	Supplies for April's PC energizer	\$43.27
2021-03-31	EXXONMOBIL 48054464	63110000	Split - Fuel for HS courier vehicle (70%)	\$26.99
2021-03-31	EXXONMOBIL 48054464	63110000	Split - Fuel for EHS courier vehicle (30%)	\$11.56
2021-03-31	C OF H SOLID WASTE MGT	63190000	Maintenance - Pugh Head Start	\$178.34
2021-03-31	AMZN MKTP US	64990000	Credit for the supplies for April's PC energizer	(\$3.30)
2021-03-31	LOWES #01145*	63190000	Maintenance supplies - Tidwell Head Start	\$10.58
2021-04-01	AMZN MKTP US	63910000	Item accidentally charged to business card.	(\$28.98)
2021-04-01	SUMMIT ELECTRIC SUPPLY	63190000	Maintenance supplies - LaPorte	\$287.66
2021-04-02	SAMSCLUB.COM	63910000	Split - To purchase diapers/wipes per compliance (60%)	\$880.14
2021-04-02	SAMSCLUB.COM	63910000	Split - To purchase diapers/wipes per compliance (40%)	\$586.76
2021-04-04	WAL-MART #3302	63180000	Custodial supplies for Tidwell HS	\$41.91

HCDE Procurement Card Report - April Statement

				901 - Head Start	\$6,758.75
922 - Coop After School Enrich (CASE)					
2021-03-08	HOO*HOOTSUITE INC	63970000	Refund. This amount included taxes		(\$626.80)
2021-03-08	ZOOM.US	63970000	Refund.		(\$504.67)
2021-03-09	HOO*HOOTSUITE INC	63970000	Subscription		\$588.00
2021-03-09	CALENDLY	63970000	Monthly Subscription		\$10.00
2021-03-10	EIG*CONSTANTCONTACT.C O	64990130	Monthly Subscription		\$70.00
2021-03-11	NATL AFTERSCHOOL ASSOC	64140000	Conference for Jasmine C. and Victoria L.		\$309.00
2021-03-11	NATL AFTERSCHOOL ASSOC	64140000	Conference for Brandi N.		\$154.65
2021-03-11	NATL AFTERSCHOOL ASSOC	64140000	Conference for Kittra H.		\$154.65
2021-03-11	NATL AFTERSCHOOL ASSOC	64140000	Conference for Tracie S.		\$154.65
2021-03-11	NATL AFTERSCHOOL ASSOC	64140000	Conference for Audrey J. and Monique S.		\$309.00
2021-03-23	NATL AFTERSCHOOL ASSOC	64140000	Conference for Tonie C.		\$154.65
2021-03-27	BOOSTCOLLABRATIVE-	64140000	BOOST Pre-Conference for Victoria L.		\$65.00
2021-03-27	BOOSTCOLLABRATIVE-	64140000	BOOST Pre-Conference for Kittra H.		\$65.00
2021-03-30	WAL-MART #3640	64180000	Split - Snacks for Lunch and Learn (35.94%)		\$18.22
2021-03-30	WAL-MART #3640	63990000	Batteries (64.06%)		\$32.48
2021-03-31	PAYPAL *NATIONALALL	64190007	National Alliance for Partnerships Registration		\$1,788.00
2021-04-04	AMZN MKTP US*892SF4QE3	63990000	Headphones for CASE staff		\$440.93
				922 - Coop After School Enrich (CASE)	\$3,182.76
923 - Resource Development					
2021-03-04	THE FRENCH CORNER CATE	64150000	Lunch for CGD Zoom Survey Discussion Mtg. 3/4/21		\$98.60
2021-03-25	GRANT PROFESSIONALS AS	64940000	GPA iLearn Live 2021 Virtual Event		\$99.00
2021-03-25	GRANT PROFESSIONALS AS	64940000	GPA iLearn Live 2021 Virtual Event		\$99.00
2021-03-26	GRANT PROFESSIONALS AS	64940000	GPA iLearn Live 2021 Virtual Event		\$99.00
				923 - Resource Development	\$395.60
924 - Research & Evaluation					
2021-03-11	WM SUPERCENTER #3640	64180000	Refreshments for E & E Collaborative Meeting		\$27.32
2021-03-31	ALONTI CAFE & CATERING	64150000	REI Staff Mtg-Energage Survey Results luncheon		\$105.16
				924 - Research & Evaluation	\$132.48

HCDE Procurement Card Report - April Statement

925 - Communications & Public Information

2021-03-06	HOUSTON CHRONICLE CIRC	63290000	News paper online: Communications-L. Cozzari	\$16.00
2021-03-23	IN *COLOR ONE SYSTEMS,	63960000	Printing materials for Communications	\$158.00
2021-03-30	ARDENS PICTURE FRAMING	63990000	Picture Frames	\$113.00
2021-03-30	ACADEMY AWARDS TROPHIE	63990000	Logo	\$35.00
2021-04-02	AMZN MKTP US*U391M34R3	63990000	Materials purchased for Communications	\$344.54
2021-04-03	HOUSTON CHRONICLE CIRC	63290000	News paper online: Communications-L. Cozzari	\$16.00

925 - Communications & Public Information **\$682.54**

954 - Records Management

2021-03-31	CHEVRON 0307022	63110000	Fuel unit 21	\$80.00
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954 - Records Management **\$80.00**

955 - Purchasing - Gulf Coast Co-op

2021-03-24	SCHOOL NUTRITION ASSOC	64970000	SNA/TASN Membership Dues for L.Sprehe	\$175.50
2021-03-28	AMZN MKTP US*SL5KG1AR3	63990000	Ipad case with keyboard	\$59.97
2021-04-01	AMERICAN COMMODITY DIS	64940000	ACDA Virtual Conference Registration	\$249.00
2021-04-01	NATIONAL CACFP SPONSOR	64140000	CACFP Virtual Conf Reg. for M. Wilder	\$299.00

955 - Purchasing - Gulf Coast Co-op **\$783.47**

970 - Highpoint East

2021-03-08	STAPLES 00119024	63990000	Supplies	\$53.96
2021-03-09	AMZN MKTP US*VJ9ZS2ZG3	63990000	supplies	\$106.79
2021-03-09	STAPLES 00119024	63990000	supplies	\$75.98
2021-03-24	HARTZ CHICKEN BUFFET #	64150000	Staff meeting	\$205.86
2021-03-24	SAMS CLUB #8281	64180000	refreshments meeting	\$217.86
2021-03-30	WWW.QUESTIONPRO.COM	63990000	Counselor testing tool	\$129.00

970 - Highpoint East **\$789.45**

Grand Total:

Total transactions: 477 **\$70,194.20**

HCDE Other Credit Card Statements

April 2021

SUMMARY

Card	# of Cards	Total
ExxonMobil	7	\$ 2,741.11
Chevron/Texaco	1	
Total		\$ 2,741.11

Vendor Card : ExxonMobil

HCDE Credit Card Report -April 2021 Statement

Cards assigned to: Facilities Division

Card #	Date	Description	Division	Amount
0017 Irvington	2/26/2021	Gasoline	Facilities	25.07
0017 Irvington	3/1/2021	Gasoline	Facilities	67.57
0017 Irvington	3/2/2021	Gasoline	Facilities	42.25
0017 Irvington	3/2/2021	Gasoline	Facilities	37.00
0017 Irvington	3/4/2021	Gasoline	Facilities	68.44
0017 Irvington	3/4/2021	Gasoline	Facilities	25.01
0017 Irvington	3/8/2021	Gasoline	Facilities	50.00
0017 Irvington	3/9/2021	Gasoline	Facilities	65.14
0017 Irvington	3/9/2021	Gasoline	Facilities	28.00
0017 Irvington	3/10/2021	Gasoline	Facilities	48.01
0017 Irvington	3/10/2021	Gasoline	Facilities	40.00
0017 Irvington	3/10/2021	Gasoline	Facilities	62.51
0017 Irvington	3/10/2021	Gasoline	Facilities	63.63
0017 Irvington	3/12/2021	Gasoline	Facilities	29.62
0018 Irvington	3/18/2021	Gasoline	Facilities	48.21
0017 Irvington	3/22/2021	Gasoline	Facilities	25.80
0017 Irvington	3/23/2021	Gasoline	Facilities	65.50
0017 Irvington	3/24/2021	Gasoline	Facilities	77.42
0017 Irvington	3/24/2021	Gasoline	Facilities	65.85
0017 Irvington	3/25/2021	Gasoline	Facilities	53.90
0017 Irvington	3/25/2021	Gasoline	Facilities	72.78
0017 Irvington	3/26/2021	Gasoline	Facilities	26.02
0018 Post Oak	3/8/2021	Gasoline	Facilities	53.83
0018 Post Oak	3/29/2021	Gasoline	Facilities	46.81
0020 Post Oak	3/3/2021	Gasoline	Facilities	62.39
0020 Post Oak	3/8/2021	Gasoline	Facilities	59.61
0020 Post Oak	3/10/2021	Gasoline	Facilities	65.06
0020 Post Oak	3/23/2021	Gasoline	Facilities	69.39
0022 Post Oak	2/26/2021	Gasoline	Facilities	33.01
0022 Post Oak	3/2/2021	Gasoline	Facilities	102.54

0022 Post Oak	3/3/2021	Gasoline	Facilities	45.51
0022 Post Oak	3/5/2021	Gasoline	Facilities	55.55
0023 Post Oak	3/16/2021	Gasoline	Facilities	54.60
0022 Post Oak	3/19/2021	Gasoline	Facilities	63.21
0022 Post Oak	3/22/2021	Gasoline	Facilities	116.00
0022 Post Oak	3/24/2021	Gasoline	Facilities	54.75
0022 Post Oak	3/25/2021	Gasoline	Facilities	55.46
0024 Post Oak	3/3/2021	Gasoline	Facilities	52.33
0024 Post Oak	3/12/2021	Gasoline	Facilities	31.19
0024 Post Oak	3/15/2021	Gasoline	Facilities	15.95
0024 Post Oak	3/16/2021	Gasoline	Facilities	12.74
0025 Post Oak	3/1/2021	Gasoline	Facilities	30.34
0025 Post Oak	3/2/2021	Gasoline	Facilities	59.95
0025 Post Oak	3/3/2021	Gasoline	Facilities	58.27
0025 Post Oak	3/8/2021	Gasoline	Facilities	65.36
0025 Post Oak	3/9/2021	Gasoline	Facilities	49.04
0025 Post Oak	3/10/2021	Gasoline	Facilities	62.52
0025 Post Oak	3/15/2021	Gasoline	Facilities	67.51
0025 Post Oak	3/24/2021	Gasoline	Facilities	56.58
0025 Post Oak	3/26/2021	Gasoline	Facilities	84.00
0025 Post Oak	3/29/2021	Gasoline	Facilities	70.00
0025 Post Oak	3/30/2021	Gasoline	Facilities	55.07
			Credits	
			Rebates	-55.18
			Total	\$ 2,741.12

Allocation after rebate

		Rebates		
Gas Facilities	\$ 1,557.03	30.72		1526.31
Gas Records	1,239.27	24.46		1214.81
Grant total to pay	\$ 2,796.30	55.19		2741.11

There is a penni difference in the system

Check Register

Fiscal Year: 21 Period: 8

Fund: 1991 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515202	04/01/2021	25314	4IMPRINT	2,818.44
			FREIGHT	82.26
			STRESS RELIEVER - FOOTBAL	801.00
			SET-UP CHARGE	54.00
			FREIGHT	82.26
			SET-UP CHARGE	54.00
			FREIGHT	88.92
			STRESS RELIEVER-BASEBALL	801.00
			STRESS RELIEVER - BASKETB	801.00
			SET-UP CHARGE	54.00
1515207	04/01/2021	20270	AMERICAN HERITAGE LIFE INSURANCE CO MAR2021 CANCER INSURA	602.64
1515208	04/01/2021	13330	APPLE INC	299.00
			IPAD - 10.2 INCH, WIFI,	
1515209	04/01/2021	13871	AT&T CORP	725.73
			PHONE 031721-041621	128.07
			PHONE 032121-042021	170.76
			PHONE 032121-042021	128.07
			PHONE 031921-041821	298.83
1515210	04/01/2021	13872	AT&T LONG DISTANCE LD AT&T 031721-041621	304.52
1515212	04/01/2021	18165	CDW GOVERNMENT INC	34,023.47
			LENOVO THINKSTATION P340	1,413.53
			APC REPLACEMENT BATTERY C	111.08
			EREPLACEMENTS ELPLP57-ER,	304.96
			TRIPP LITE 15FT DISPLAY P	55.06
			MS EA PREMIER SUPPORT 12M	32,000.00
			APC BACK-UPS PRO BX1000M	138.84
1515216	04/01/2021	82495	COMCAST CORPORATION COMCAST032621-042521	91.12
1515217	04/01/2021	83468	CORPORATE COST CONTROL INC LATE FEES INV 71807	140.64
1515218	04/01/2021	86999	DAN ST ROMAIN EDUCATIONAL BOOK FOR TEACH SKILLS AND 3 ONE AND A HALF-HOUR VIR	7,000.00 3,000.00 4,000.00
1515222	04/01/2021	25560	FEDERAL EXPRESS CORPORATION POSTAGE	31.90
1515242	04/01/2021	86888	LONG PLAN PRINTING INC 4/4 8PG SADDLE STITCH	243.69
1515244	04/01/2021	87653	MARKETING MAGIC INTERNATIONAL LTD CARSON STAR AWARD- '11 SI PERSONALIZED- UP TO 4 LIN SET- UP	93.50 67.50 6.00 20.00
1515245	04/01/2021	87610	MATH-A-MATICS TUTORING, LLC ECO-GENIUS LAB ROUNDS DEM	1,750.00
1515248	04/01/2021	86264	MOAK CASEY & ASSOCIATES INC CONSULTING SERVICES	48,000.00
1515251	04/01/2021	83247	PINNACLE MEDICAL MANAGEMENT CORP RANDOM SELECTION TEST (BY	441.00

Check Register

Fiscal Year: 21 Period: 8

Fund: 1991 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515255	04/01/2021	52199	SHI GOVERNMENT SOLUTIONS INC	5,683.42
			FAX NUMBERS	1,304.30
			FAX PAGES (MONTHLY) - 2,0	2,340.00
			TLS ENCRYPTION	1,304.35
			EARLY RENEWAL FOR PROGRES	734.77
1515256	04/01/2021	88388	SIRE INC	2,160.00
			SIRE HORSEMANSHIP THERAPE	720.00
			SIRE HORSEMANSHIP THERAPE	720.00
			SIRE HORSEMANSHIP THERAPE	720.00
1515258	04/01/2021	88703	DANIEL STEELE	2,000.00
			ONE TWO-HOUR VIRTUAL PRES	
1515259	04/01/2021	57490	TEXAS ASSOCIATION OF SCHOOL	220.00
			VIRTUAL CERTIFICATION FUN	110.00
			ANNUAL MEMBERSHIP DUES-PR	110.00
1515260	04/01/2021	87848	THE TURNING POINT INC	10,898.50
			ADULOSCENT RECOVERY SUPPO	
1515261	04/01/2021	60680	TROXELL COMMUNICATIONS INC	1,529.00
			CRESTRON AVIA 12X8 DIGITA	
1515263	04/01/2021	87406	VERITIV OPERATING COMPANY	2,898.59
			109679143001 HARRIS	607.14
			109679143001 HARRIS	2,291.45
1515267	04/01/2021	64250	WORKERS ASSISTANCE PROGRAM	1,696.04
			EMPL EAP PLAN MARCH	
1515298	04/09/2021	82495	COMCAST CORPORATION	132.49
			COMCAST 032421-042321	
1515300	04/09/2021	86105	CURRICULUM ASSOCIATES LLC	7,800.00
			I READY ASSESSMENT AND PE	1,800.00
			I-READY ASSESSMENT AND PE	2,100.00
			IREADY ASSESSMENT AND PER	2,100.00
			I READY ASSESSMENT AND PE	1,800.00
1515301	04/09/2021	86779	DAVIS VISION INC	5,456.91
			MARCH2021 VISION PLA	63.44
			MARCH21 COBRA VISION	5,393.47
1515303	04/09/2021	88574	EXECU TEAM STAFFING	761.49
			BUSINESS SERVICES TEMP SE	
1515308	04/09/2021	29920	HARRIS COUNTY TREASURER	43,381.00
			LAW ENFORCEMENT SERVICES	18,591.75
			LAW ENFORCEMENT SERVICES	6,197.37
			LAW ENFORCEMENT SERVICES	12,394.50
			LAW ENFORCEMENT SERVICES	6,197.38
1515311	04/09/2021	88692	MARGARET JEANNE JOHNSON	43.68
			MARCH MILEAGE	
1515314	04/09/2021	87653	MARKETING MAGIC INTERNATIONAL LTD	761.48
			CARSON STAR AWARD- 11' SI	540.00
			SET- UP	60.00
			ESTIMATED SHIPPING/HANDLI	113.48
			PERSONALIZED- UP TO 4 LIN	48.00

Check Register

Fiscal Year: 21 Period: 8

Fund: 1991 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515315	04/09/2021	88684	SHAWNIQUA EUGENE MATTHEWS DISCOUNT	479.63 -27.70
			BLACK PANTS AND CLIP	52.16
			SCRUBS FOR NURSE	153.85
			BAGR GA6 POCKEY CARGO	69.98
			GREYS ANAT MARQUIS V-	83.97
			2 PK WARM UP JACKET	122.97
			JACKET MEGAN	24.40
1515317	04/09/2021	82248	METROPOLITAN LIFE INSURANCE COMPANY	3,796.68
			MARCH2021 DHMO DENTAL	3,782.83
			MARCH2021 DENTAL PPO	13.85
1515320	04/09/2021	88655	DEANNA J SANFACON	17.19
			MARCH MILEAGE	
1515322	04/09/2021	81820	THE STANDARD LIFE INSURANCE	14,545.34
			MAR2021 VOLUNTARY DIS	
1515323	04/09/2021	57380	TEXAS ASSOCIATION OF SCHOOL BOARDS	7,440.00
			TEXAS LONE STAR ADVERTISI	1,240.00
			TEXAS LONE STAR ADVERTISI	1,240.00
			TEXAS LONE STAR ADVERTISI	1,240.00
			TEXAS LONE STAR ADVERTISI	1,240.00
			TEXAS LONE STAR ADVERTISI	1,240.00
			TEXAS LONE STAR ADVERTISI	1,240.00
1515325	04/09/2021	87696	UNUM LIFE INSURANCE CO. OF AMERICA	17,772.68
			COBRA DENT MAR 21	313.18
			EMPL DENTALMAR21	17,459.50
1515326	04/09/2021	39630	UNUM LIFE INSURANCE CO OF AMERICA	11,702.24
			LIFE INS MAR EMPL CO	1,617.00
			LIFE INS MAR 21 EMPYR	10,085.24
1515327	04/09/2021	87406	VERITIV OPERATING COMPANY	453.05
			109679143001FILEFO	2,291.45
			CR MEMO DISBURSEMENT	-1,838.40

Check Register

Fiscal Year: 21

Period: 8

Fund: 1991 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515330	04/09/2021	61927	VERIZON WIRELESS	7,150.87
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	38.17
			VERIZON 030821-040721	76.22
			VERIZON 030821-040721	71.22
			VERIZON 030821-040721	190.55
			VERIZON 030821-040721	237.33
			VERIZON 030821-040721	939.63
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	76.22
			VERIZON 030821-040721	76.22
			VERIZON 030821-040721	125.23
			VERIZON 030821-040721	266.87
			VERIZON 030821-040721	327.52
			VERIZON 030821-040721	1,662.60
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	76.22
			VERIZON 030821-040721	114.33
			VERIZON 030821-040721	158.34
			VERIZON 030821-040721	201.45
			VERIZON 030821-040721	342.99
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	76.22
			VERIZON 030821-040721	125.23
			VERIZON 030821-040721	201.45
			VERIZON 030821-040721	269.47
			VERIZON 030821-040721	342.99
			VERIZON 030821-040721	849.52

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1515332	04/09/2021	87489	DAHILL OFFICE TECHNOLOGY CORP	3,513.58
			MARCH LEASE	25.29
			MARCH LEASE	250.09
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	49.02
			MARCH LEASE	154.67
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	217.32
			MARCH LEASE	217.32
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	217.32
			MARCH LEASE	217.32
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	193.37
			MARCH LEASE	173.78
1515390	04/15/2021	80164	DAVID G PEAKE	327.50
			DED:2407 MISC	
1515391	04/15/2021	31045	WILLIAM E HEITKAMP	1,000.00
			DED:2405 MISC	
1515392	04/15/2021	34539	INTERNAL REVENUE SERVICE	150.00
			DED:1210 MISC	
1515395	04/16/2021	13871	AT&T CORP	513.90
			PHONE 032721-042621	128.07
			PHONE 040121-043021	385.83
1515396	04/16/2021	84341	BOT SHOP, LLC	2,800.00
			PARTICIPATE IN ALL THE EC	
1515397	04/16/2021	18165	CDW GOVERNMENT INC	3,316.30
			LENOVO THINKSTATION P520C	2,723.44
			CDW AUTOPILOT BASE DEPLOY	35.90
			POLY SAVI 8240 OFFICE - S	556.96
1515399	04/16/2021	82495	COMCAST CORPORATION	446.76
			INTERNET 033121-04302	115.50
			INTERNET 033021-04292	331.26
1515400	04/16/2021	88697	EDUCROWD PTY LTD	6,980.00
			OPTION 1- SKILL ASSESMEN	
1515401	04/16/2021	88574	EXECU TEAM STAFFING	648.88
			BUSINESS SERVICES TEMP SE	
1515402	04/16/2021	25560	FEDERAL EXPRESS CORPORATION	121.85
			FEX EX OVERNIGHT	
1515404	04/16/2021	29920	HARRIS COUNTY TREASURER	156.00
			AIRTIME	
1515408	04/16/2021	35010	JASON'S DELI	198.59
			CLIENT ENGAG. MEETING	83.89
			COMM. LUNCH MEETING	114.70

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1515411	04/16/2021	86888	LONG PLAN PRINTING INC VINYL PRINTS BLACKBOA	3,035.00
1515412	04/16/2021	87278	POWERSCHOOL GROUP LLC UNIFIED TALENT SPARK HIRE UNIFIED TALENT SPARK HIRE	3,740.00 2,240.00 1,500.00
1515413	04/16/2021	86862	PS LIGHTWAVE INC MAY2021 CIRCUITS FOR	3,921.30
1515415	04/16/2021	48604	REGION IV EDUCATION SERVICE CENTER SERVICES AGREEMENT FOR WO	7,150.00
1515417	04/16/2021	52199	SHI GOVERNMENT SOLUTIONS INC PREMIER MAINTENANCE RENEW	23,297.82
1515418	04/16/2021	88388	SIRE INC SIRE HORSEMANSHIP THERAPE SIRE HORSEMANSHIP THERAPE	1,440.00 720.00 720.00
1515421	04/16/2021	88743	TACKLE TUTORING LLC CONSULTANT TRAINER FOR EC	2,000.00
1515422	04/16/2021	56712	TEXAS ASSOCIATION OF SCHOOL MEMBERSHIP RENEWAL FOR TA	135.00
1515423	04/16/2021	88694	THIRDWAY SOLUTIONS LLC PA2021-0535 PULLING T	3,000.00
1515424	04/16/2021	86537	UNGERBOECK SOFTWARE INTERNATIONAL ADD A CUSTOM LINK FOR THE	1,356.25
1515427	04/16/2021	88087	VERSA CREATIVE GROUP LLC APR 21 CREATIVE SRVC MAR21MANAGEMENT FEES MAR21GOOGLE ADV	11,857.15 3,000.00 2,960.61 5,896.54
1515498	04/22/2021	87529	NORRIS TRAINING SYSTEMS, INC. IT'S TO PROVIDE FACILITIE	6,160.95
1515502	04/23/2021	87542	ALWAYS IN SEASON, INC PLANT SERVI DEC20	16.50
1515503	04/23/2021	13871	AT&T CORP PHONE 040521-050421 PHONE 040521-050421 PHONE 040521-050421	520.18 123.84 171.56 224.78
1515506	04/23/2021	88711	ROBIN D BECKHAM PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL PA2021-0561 FINAL SAL	32,965.14 -1,044.20 -23.04 -10.00 24,069.96 -13,933.88 -109.00 -16.36 -8.00 24,069.96 -15.40 -14.90
1515511	04/23/2021	88084	COMCAST HOLDINGS CORPORATION INTERNET 040121-04302 SIP TRUNKS 040121-043	5,529.26 3,136.40 2,392.86
1515512	04/23/2021	81274	DATABANK IMX DIGITECH SOFTWARE MAINTEN	798.00
1515513	04/23/2021	88574	EXECU TEAM STAFFING BUSINESS SERVICES TEMP SE	793.67

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1515517	04/23/2021	28390	GOOSE CREEK CONSOLIDATED ISD INTERLOCAL AGREEMENT BETW	4,000.00
1515518	04/23/2021	85585	HARMONY PUBLIC SCHOOLS INTERLOCAL AGREEMENT BETW	4,000.00
1515523	04/23/2021	31325	HIGH POINT SANITARY SOLUTIONS IM 30 OZ SOAP DISP CLEAR	716.40
1515524	04/23/2021	32350	HOUSTON CHRONICLE ADVERTISING OF RFP'S FOR ADVERTISING OF RFP'S FOR ADVERTISING OF RFP'S FOR ADVERTISING OF RFP'S FOR ADVERTISING OF RFP'S FOR	1,400.92 243.14 269.60 296.06 322.52 269.60
1515527	04/23/2021	87830	HOUSTON URBAN DEBATE LEAGUE DESCRIPTION OF SERVICES:	18,250.00
1515528	04/23/2021	88761	IDEAL EDUCATION CONSULTING LLC ONE BREAKOUT SESSION AT A	1,000.00
1515529	04/23/2021	88765	JADE KEYS ONE BREAKOUT SESSION AT A	500.00
1515535	04/23/2021	88772	NYLINKA SCHOOL SOLUTIONS LLC 2 BREAKOUT SESSIONS AT A	1,000.00
1515537	04/23/2021	83247	PINNACLE MEDICAL MANAGEMENT CORP RANDOM SELECTION TEST (BY	80.00
1515540	04/23/2021	51528	SCHOOL HEALTH CORPORATION CUPS PLASTIC MEDICINE 1 O VINYL GLOVES, MEDIUM 100/ URINAL, MALE, SUPREME VINYL GLOVES, XLARGE 100/	646.76 5.46 317.00 7.30 317.00
1515542	04/23/2021	88388	SIRE INC SIRE HORSEMANSHIP THERAPE SIRE HORSEMANSHIP THERAPE SIRE HORSEMANSHIP THERAPE SIRE HORSEMANSHIP THERAPE	2,880.00 720.00 720.00 720.00 720.00
1515545	04/23/2021	87848	THE TURNING POINT INC MARCH2021 ADULOSCENT	13,352.81
1515550	04/23/2021	87810	VALLEY VIEW CONSULTING LLC SFC MARCH 25, 2021 PRESEN	2,500.00
1515551	04/23/2021	88087	VERSA CREATIVE GROUP LLC TRADITI MEDIA APR21	9,660.00
1515578	04/30/2021	80164	DAVID G PEAKE DED:2407 MISC	327.50
1515579	04/30/2021	31045	WILLIAM E HEITKAMP DED:2405 MISC	1,000.00
1515580	04/30/2021	34539	INTERNAL REVENUE SERVICE DED:1210 MISC	150.00
1515588	04/30/2021	88292	AMERICAN FIDELITY ASSURANCE COMPANY APR21 CACR INS	1,302.74
1515589	04/30/2021	20270	AMERICAN HERITAGE LIFE INSURANCE CO APR21 EMPLOYEE CANINS	602.64
1515590	04/30/2021	13871	AT&T CORP PHONE 040721-050621 PHONE 041121-051021 PHONE 040921-050821	708.94 123.84 216.54 368.56

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1515593	04/30/2021	88763	CELESTE M BARRETTO ONE BREAKOUT SESSION AT A	500.00
1515595	04/30/2021	88695	BENCHMARK EDUCATION COMPANY LLC VICKI GIBSON TO PRESENT T	1,000.00
1515596	04/30/2021	81322	BUD GRIFFIN CUSTOMER SUPPORT INC ANNUAL PREVENTATIVE MAINT	1,775.00
1515597	04/30/2021	88744	CAROL VAUGHN WRITING AND EDITING OTHER CONTPA2021-0560	595.00
1515598	04/30/2021	18165	CDW GOVERNMENT INC CREDIT MEMO CREDIT INVOICE MHT4835 PA2021-0568 APC SMART-UPS CHARGE MOBI VIEWSONIC VX2452MH 24" LE MHT4840 PA2021-0564 LOGITECH C920 HD PRO WEB LENOVO THINKSTATION P340 SAMSUNG UN50TU7000F 7 SER TRIPP LITE 6FT DISPLAY PO TRIPP LITE TV WALL MOUNT LENOVO THINK CENTRE M720S CDW AUTOPILOT BASE DEPLOY CDW AUTOPILOT BASE DEPLOY LENOVO THINKCENTRE M920S SAMSUNG CF390 SERIES C27F VIEWSONIC VX2452MH 24" LE	7,329.00 -12,074.55 -279.57 5,988.45 2,770.02 254.78 996.11 219.39 4,920.96 391.99 16.51 87.97 813.31 17.95 35.90 2,078.24 836.76 254.78
1515600	04/30/2021	82495	COMCAST CORPORATION INTERNET 042121-05202 INTERNET 041121-05102	521.09 144.10 376.99
1515606	04/30/2021	88574	EXECU TEAM STAFFING BUSINESS SERVICES TEMP SE	793.67
1515607	04/30/2021	25560	FEDERAL EXPRESS CORPORATION FEDEX EPRESS	22.90
1515611	04/30/2021	29920	HARRIS COUNTY TREASURER LAW ENFORCEMENT SERVICES LAW ENFORCEMENT SERVICES LAW ENFORCEMENT SERVICES LAW ENFORCEMENT SERVICES	43,381.00 18,591.75 6,197.38 6,197.37 12,394.50
1515612	04/30/2021	88796	SIMONE P HENRY TEXAS ART SUPPLY AWAR	500.00
1515615	04/30/2021	81932	HYATT LEGAL PLANS INC APR2021 PREPAID LEGAL	1,476.00
1515616	04/30/2021	88791	ALEXANDRA FAVRE IRWIN TEXAS ART SUPPLY EXCE	500.00
1515617	04/30/2021	87528	IXL LEARNING INC IXL SITE LICENSE (GRADES	1,615.00
1515618	04/30/2021	88797	ADITI RAMESH IYER TEXAS ART SUPPLY EXCE	500.00
1515620	04/30/2021	35069	JEM RESOURCE PARTNERS IDENTITY THEFT APR21	770.00
1515622	04/30/2021	88540	SAI KAUSHIK AMERICAN VOICES AWARD	250.00

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1515625	04/30/2021	88740	SOFIA LIU AMERICAN VISIONS AWAR	250.00
1515626	04/30/2021	88727	LUBY'S FUDDRUCKERS AND CHEESEBURGER STUDENT LUNCHES	179.80
1515627	04/30/2021	88775	TYSHEKA MCKINNIE TWO BREAKOUT SESSIONS AT	500.00
1515628	04/30/2021	88434	LAVONDIA A MENEPHEE 2 BREAKOUT SESSIONS AT A	1,000.00
1515629	04/30/2021	87340	METROPOLITAN LIFE INSURANCE COMPANY APR21 ACCIDENTAL MED	2,241.00
1515630	04/30/2021	88798	EMELINE M MOSS TEXAS ART SUPPLY AWAR	500.00
1515631	04/30/2021	88773	MRS WOOLLEY IN 5TH 2 BREAKOUT SESSIONS AT A	1,000.00
1515632	04/30/2021	88802	KELLEN RUSSEL NALEPA TEXAS ART SUPPLY AWAR	500.00
1515634	04/30/2021	88753	ZARIAH PARKER AMERICAN VISIONS AWAR	250.00
1515635	04/30/2021	83247	PINNACLE MEDICAL MANAGEMENT CORP RANDOM SELECTION TEST (BY	40.00
1515636	04/30/2021	88792	DIEGO LEONARDO PRIETO PEREZ TEXAS ART SUPPLY AWAR	500.00
1515637	04/30/2021	88750	JOSHUA RAGLON INV#1 PA2021-0589	440.00
1515641	04/30/2021	51528	SCHOOL HEALTH CORPORATION VINYL GLOVES, LARGE 100/B	259.80
1515642	04/30/2021	88601	DOS TERRA LIMITED LIABILITY COMPANY VIRTUAL SUPPORT FOR A DAY	2,400.00
1515644	04/30/2021	58389	TEXAS DEPARTMENT OF PUBLIC SAFETY CRIMINAL BACKGROUND CHECK	6.00
1515645	04/30/2021	58931	TEXAS SCHOOL PUBLIC RELATIONS ASSOC ADS IN COMMUNICATION MATT	3,250.00
			SPONSORSHIP OF THE TSPRA	2,250.00
				1,000.00
1515646	04/30/2021	80739	EMPLOYEES RETIREMENT SYSTEM OF TX ANNUAL FEE ASSESMENT	42.00
1515647	04/30/2021	88754	NHAN TRAN AMERICAN VISIONS AWAR	250.00
1515649	04/30/2021	88755	UNTAPPED GENIUS LLC SPRING LEADERSHIP ACA	3,040.00
			SLE EL INTERVENTION	440.00
				2,600.00
1515652	04/30/2021	88747	ALEX WATSON SCHOLASTIC WARD WINNE	250.00
1515653	04/30/2021	88313	WELLSPRING TELEHEALTH APR21 TELEMED PLAN	960.00
1515654	04/30/2021	88778	KIANA DAY WILLIAMS ONE BREAKOUT SESSION AT A	500.00
1515655	04/30/2021	64250	WORKERS ASSISTANCE PROGRAM APR21 EAP PLAN	1,700.40
1515656	04/30/2021	88741	TOBY YALTHO AMERICAN VOICE AWARD	250.00
1515657	04/30/2021	88795	SARANNA ZHANG AWARD RECG TEXAS ART	500.00

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V1515269	04/01/2021	84906	HARVEY JOSEPH PANEITZ PARTICIPATE IN ALL THE EC	6,050.00
V1515270	04/01/2021	11485	PEPI CORPORATION TRADITIONAL BOX LUNCH MANAGER DISCOUNT DELIVERY FEE PREMIUM LUNCH BOX	239.79 29.07 -72.66 21.80 261.58
V1515271	04/01/2021	15261	STACY K BERKMAN FEBRUARY MILEAGE	35.28
V1515272	04/01/2021	17320	BUTLER BUSINESS PRODUCTS FILE LATERAL GRAY STEEL PEDESTAL SKINNY ABSPLGS BASE TABLE CONFERENCE HEWCF253XM - CF253XM HP20 HEWCF258X - CF258X HP58X TOP MEDINA HTADJCURVD 72X TABLETOP CONF 12" BOARD GLASS MAGNETIC 7236 CHAIR COLLAB LZB BLK CHAIR FAUX LEATHER HI BK HEWCF226X - CF226X HP26X HEWCE278AT1 - CE278AT1 HP HEWCF400XD - CF400XD HP 2 HEWCE505D - CE505D HP05A AIR PURIFIER, AIR, 290, B FILTER, LARGE TRUE HEPA,	11,239.73 641.23 375.36 326.51 597.98 665.97 743.91 771.14 224.00 2,591.64 543.96 650.97 238.99 177.99 359.98 1,935.25 394.85
V1515273	04/01/2021	85125	JANINE WALLACE CALMES FEBRUARY MILEAGE	17.56
V1515274	04/01/2021	88633	REMI ZANETA DAVIS FEBRUARY MILEAGE	3.47
V1515275	04/01/2021	87691	STEPHANIE ANN DE LOS SANTOS DRINKS FOR CE MEETING	8.99
V1515279	04/01/2021	87257	HILLCO PARTNERS LLC MAR2021 CONTRACT SERV	23,000.00
V1515283	04/01/2021	80928	BARBARA A JACK REIMBURSEMENT SCHOOL	103.15
V1515284	04/01/2021	87975	KARCZEWSKI BRADSHAW LLP FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL FEB2021 LEGAL	29,987.85 495.00 1,137.50 1,311.15 1,680.00 412.50 990.00 1,487.50 2,335.30 247.50 2,660.15 4,203.75 3,035.00 9,992.50
V1515285	04/01/2021	88348	ALDONA JOLANTA KLINE FEBRUARY MILEAGE	66.64

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V1515286	04/01/2021	85532	ERICK LEON FEBRUARY MILEAGE	15.51
V1515289	04/01/2021	88639	DEBRA LYNNE SANCHEZ TREESE BJK PRODUCTION	138.25
V1515291	04/01/2021	84623	SOA FIN1ST ASSIST BUS SVCS DAILY OPE	3,696.00
V1515292	04/01/2021	88627	LINDSAY MINGLE TAMEZ FEBRUARY MILEAGE	32.14
V1515293	04/01/2021	86174	APPDDICTION STUDIO LLC SOFTWARE ASSISTANCE CONTR ONGOING MAINTENANCE 2021-	500.01 291.67 208.34
V1515294	04/01/2021	88659	REBECCA ELLEN WATERMAN FEBRUARY MILEAGE	19.60
V1515333	04/09/2021	86628	DENISE ODELL ALFORD MARCH MILEAGE	42.00
V1515334	04/09/2021	80275	TAYYABA Q ALI MARCH MILEAGE FEBRUARY MILEAGE	36.74 18.37 18.37
V1515335	04/09/2021	86538	PAMELA MARIE RHODES MARCH MILEAGE	81.20
V1515336	04/09/2021	15393	PRAGNA K BHALARA MARCH MILEAGE	87.92
V1515340	04/09/2021	17320	BUTLER BUSINESS PRODUCTS CALCULATOR TEXAS INSTRUME WHITE ENVELOPES SELF SEAL DISINF SPRAY CRSPLN 2PK ACTION PLANNER PAD #MEA PG MARKER BRT AST #MMM MAGNA PAGE MAGNIFIER # HP 507A (CE401A) ORIGINAL SHREDDER 100 AUTO FEED TONER CRG HO126A CYN #H POST-IT 5" FLAG AST #MM SAFETY GLASSES BEARKAT MA CLJ TONER PRO M180 MAG # S-120 SPEAKERS #LOG98000 MEETING NOTEBK SPIRAL # BUS ACTION NOTEBK PLNR # CORNELL NYBK 11X9 #TOP 9 CLJ TONER PRO M180 CYN # TONER CRG HO126A BLK #H TONER CRG HO126A YEL #H TONER CRG HO126A MAG #H	1,216.25 26.08 4.72 80.36 6.62 13.78 10.49 245.99 396.19 62.99 23.22 6.22 56.99 15.49 11.20 8.65 9.30 56.99 54.99 62.99 62.99
V1515341	04/09/2021	88685	MARCIAL G CHAVEZ MARCH MILEAGE	390.26
V1515343	04/09/2021	20203	AMY LINN COLLINS REIMB REG. FEE	35.00
V1515344	04/09/2021	88015	DAWN MARIE COMEAUX MARCH MILEAGE	42.17
V1515345	04/09/2021	82931	VICTORIA CORTINAS MARCH MILEAGE	55.66
V1515346	04/09/2021	21255	CARIE LYNN CRABB REIMB FOR 1/2 LICENCS	124.00

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V1515347	04/09/2021	86117	TERESA DIANE DELAISLA MARCH MILEAGE	20.72
V1515348	04/09/2021	87738	MACKENZIE SPOONTS DEMPSEY MARCH MILEAGE	86.80
V1515350	04/09/2021	83350	WRIGHT EXPRESS FINANCIAL SVC CORP GAS 031021	1,214.81
V1515351	04/09/2021	81839	MICHELLE GANTER MARCH MILEAGE	23.52
V1515352	04/09/2021	87575	ANALIEL NOQUEZ GONZALES MARCH MILEAGE	65.91
V1515353	04/09/2021	29490	LISA M HALL MARCH MILEAGE	21.84
V1515361	04/09/2021	86488	CHERINA LANAE PETE MARCH MILEAGE	42.84
V1515362	04/09/2021	35600	CHARLOTTE MARIA JORDAN MARCH MILEAGE	71.68
V1515364	04/09/2021	82315	REBECCA RIKER NORTH MARCH MILEAGE	90.16
V1515365	04/09/2021	88348	ALDONA JOLANTA KLINE JANUARY MILEAGE	45.14
V1515366	04/09/2021	36435	BRENNA G KOLLMORGEN MARCH MILEAGE	68.32
V1515367	04/09/2021	88645	KRISTEN N KUMMER MARCH MILEAGE	9.84
V1515369	04/09/2021	88349	ACSA MOSQUEDA LANGOT MARCH MILEAGE	17.81
V1515370	04/09/2021	85218	JOHANNA LEPS DE JAGER MARCH MILEAGE	47.60
V1515372	04/09/2021	86941	JAMIE KANE MACDONALD MARCH MILEAGE	60.54
V1515373	04/09/2021	81372	TAMA JEAN MAGALLON DECEMBER MILEAGE	7.94
V1515374	04/09/2021	83476	MONINA VICENCIO MORALES-ESTUART MARCH MILEAGE	124.88
V1515375	04/09/2021	88350	ANNALISA DERILO PABLO MARCH MILEAGE	64.23
V1515376	04/09/2021	85138	BARBARA JEAN PARKER MARCH MILEAGE	75.21
V1515378	04/09/2021	35197	JENNIFER JONES RAMOS MARCH MILEAGE	42.95
V1515379	04/09/2021	88624	RACHEL CHRISTINE SMITH REIMBURSE REGISTR FEE	99.00
V1515380	04/09/2021	83419	MARY A SNYDER MARCH MILEAGE	84.56
V1515381	04/09/2021	84623	SOA FIN1ST ASSIST BUS SVCS DAILY OPE	2,616.00
V1515382	04/09/2021	87011	JENNA RENEE SPILLARS MARCH MILEAGE	34.16
V1515383	04/09/2021	60679	MARY JANE TROTTER MARCH MILEAGE	55.44
V1515384	04/09/2021	60707	DENICE FEGETTE TUCKER MARCH MILEAGE	118.50

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V1515385	04/09/2021	88493	YUNUS S UNIA MARCH MILEAGE	396.03
V1515386	04/09/2021	87749	LAKEN MARIE WALKER MARCH MILEAGE	99.68
V1515387	04/09/2021	83984	MARY F WEISENBURGER MARCH MILEAGE	49.50
V1515388	04/09/2021	86938	MARY ELLEN WENZEL MARCH MILEAGE	49.84
V1515389	04/09/2021	64730	KARLA J YIELDING MARCH MILEAGE	48.72
V1515430	04/16/2021	10690	LAURA AGUIRRE MARCH MILEAGE SEPTEMBER MILEAGE OCTOBER MILEAGE	134.44 17.14 58.65 58.65
V1515431	04/16/2021	87045	ADERONKE OLUWATOBI AKINFENWA MARCH MILEAGE	53.76
V1515432	04/16/2021	10860	LEAH MAE ANGELITO ALBA MARCH MILEAGE	70.56
V1515433	04/16/2021	11485	PEPI CORPORATION BUS MEETING MEALS	69.45
V1515434	04/16/2021	88621	EVA MIRANDA AURICH-MENDOZA MARCH MILEAGE	85.40
V1515435	04/16/2021	52395	KATHRYN A BAKER MARCH MILEAGE	53.20
V1515436	04/16/2021	88118	RITU DAS BALLA MARCH MILEAGE	25.20
V1515437	04/16/2021	14485	THELMA J BANKS MARCH MILEAGE	26.38
V1515438	04/16/2021	15261	STACY K BERKMAN MARCH MILEAGE	54.88
V1515439	04/16/2021	87430	CRYSTAL LEIGH BEVERLY MARCH MILEAGE	21.28
V1515440	04/16/2021	85534	CARLENE DENISE BEXLEY MARCH MILEAGE	12.88
V1515442	04/16/2021	16438	MONICA M BRALLIER MARCH MILEAGE	52.64
V1515444	04/16/2021	16778	DEBRA LYNNE BROWN MARCH MILEAGE	21.28

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V1515445	04/16/2021	17320	BUTLER BUSINESS PRODUCTS	4,065.41
			TONER CRG,CLJ CP5525,13K,	897.18
			TONER,HP312A,LJ,BK	101.99
			TONER,HPCF383A,LJ,MG	135.99
			PURRELL SANITIZING GEL 12	163.78
			PROFESSIONAL LYSOL LINEN	227.84
			960000694 CAMERA	46.99
			BLACK TONER	216.99
			TAB,FILE,INDEX,AST,6SH/PD	8.92
			FLAG,POST-IT,2X1.5,AST	8.92
			INDEX,3-RNG,8TAB,MI,AST	71.40
			TONER,410A,4/PK,BK	817.98
			TAB,POST-IT,2"X1.5"	10.28
			APRON POLY 1 MIL 24 X 42	69.05
			KLEENEZ FACIAL TISSUE CAR	26.10
			HEW3YM57AN INK	95.96
			TONER,HPCF382A,LJ,YL	135.99
			TONER,HPCF381A,LJ,CN	135.99
			MASK,FACE,PLEATED BX OF 5	600.00
			OZARKA NATURAL SPRING WAT	31.96
			PAPER MATE MECHANICAL PEN	8.12
			BLACK TONER	253.98
V1515447	04/16/2021	20203	AMY LINN COLLINS	94.81
			MARCH MILEAGE	
V1515448	04/16/2021	88626	KALENN LEIGH CRANE	79.52
			MARCH MILEAGE	
V1515449	04/16/2021	88633	REMI ZANETA DAVIS	13.10
			MARCH MILEAGE	
V1515450	04/16/2021	88352	KATHERINE ANN DOS SANTOS	35.56
			MARCH MILEAGE	
V1515451	04/16/2021	88691	TIFFANY ALEXANDRA ESTES	88.87
			MARCH MILEAGE	
V1515452	04/16/2021	87584	KRISTEN TAYLOR EWING	105.84
			MARCH MILEAGE	
V1515455	04/16/2021	84589	HEATHER MARIE FAUNCE-ESTAY	106.96
			MARCH MILEAGE	
V1515456	04/16/2021	87411	ROBIN M GLENEWINKEL	130.48
			MARCH MILEAGE	78.68
			FEBRUARY MILEAGE	51.80
V1515457	04/16/2021	84588	SARA ELIZABETH GOEKE	40.88
			MARCH MILEAGE	
V1515458	04/16/2021	88018	ASHLEY NICOLE SCOTT	27.44
			MARCH MILEAGE	
V1515461	04/16/2021	84584	HOLLY LYNN SHAFER	215.04
			MARCH MILEAGE	
V1515462	04/16/2021	31388	SUE A SCAMARDO HILL	22.40
			MARCH MILEAGE	
V1515463	04/16/2021	82107	TAMMY HILLEGEIST	40.88
			MARCH MILEAGE	
V1515466	04/16/2021	88356	CAROLINE VOTH JOHNSTON	358.97
			REIMB. FOR REG. FEE	300.00
			MARCH MILEAGE	58.97

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V1515467	04/16/2021	85126	MARLA LYNN SMITH KANAKIDIS MARCH MILEAGE	57.51
V1515468	04/16/2021	88348	ALDONA JOLANTA KLINE MARCH MILEAGE	42.17
V1515469	04/16/2021	86222	ROBIN DIANE-RILLA KRONENBERGER MARCH MILEAGE	70.62
V1515471	04/16/2021	37855	MARSHA A LEWIS MARCH MILEAGE	57.12
V1515472	04/16/2021	38955	SANDRA A MACGREGOR MARCH MILEAGE	113.68
V1515473	04/16/2021	81372	TAMA JEAN MAGALLON MARCH MILEAGE	7.34
V1515474	04/16/2021	86497	SIMY MATHAI MARCH MILEAGE	67.98
V1515475	04/16/2021	39910	LAURA KAYE MCFARLAND MARCH MILEAGE	98.50
V1515476	04/16/2021	86078	MELINDA EMELIA MCGOULDRIK MARCH MILEAGE	8.01
V1515477	04/16/2021	86936	SUSANNE MARIE MINKS MARCH MILEAGE	20.55
V1515478	04/16/2021	85599	PRASHANTHI NAIDU NADELLA MARCH MILEAGE	85.89
V1515479	04/16/2021	82231	ERIKA GREMILLION-NEAL MARCH MILEAGE	45.92
V1515480	04/16/2021	44026	VICKI Y YOUNG NOLAN MARCH MILEAGE	35.84
V1515481	04/16/2021	88622	TAMMY WOLFE PENA MARCH MILEAGE	39.03
V1515483	04/16/2021	88333	JULIE CHRISTINE PLOETNER MARCH MILEAGE	18.48
V1515484	04/16/2021	49632	CANDACE H RIEDER MARCH MILEAGE	5.21
V1515485	04/16/2021	86525	CYRELLE FERN GARDNER MARCH MILEAGE	57.29
V1515486	04/16/2021	84585	SUSAN RUDOLPH SCHWAIITZBERG MARCH MILEAGE	50.40
V1515487	04/16/2021	88161	EMILY GRIMES SEEHAUSEN MARCH MILEAGE	26.54
V1515489	04/16/2021	83700	PAMELA MAY SHAW REIMBURSE RETIRE SUPP	13.92
V1515490	04/16/2021	88624	RACHEL CHRISTINE SMITH MARCH MILEAGE	53.87
V1515491	04/16/2021	85775	TAMARA FAYE SNOW MARCH MILEAGE	29.68
V1515492	04/16/2021	84623	SOA FIN1ST ASSIST BUS SVCS DAILY OPE	3,102.00
V1515493	04/16/2021	88627	LINDSAY MINGLE TAMEZ MARCH MILEAGE	56.11
V1515494	04/16/2021	84863	COLOR ONE SYSTEMS BUSINESS CARDS,	138.00
V1515495	04/16/2021	88659	REBECCA ELLEN WATERMAN MARCH MILEAGE	17.36

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V1515496	04/16/2021	83421	LESLEY DIANE CASLER MARCH MILEAGE	38.19
V1515497	04/16/2021	82607	VALARIE D WELTON MARCH MILEAGE	81.20
V1515552	04/23/2021	80275	TAYYABA Q ALI APRIL MILEAGE	19.77
V1515553	04/23/2021	11485	PEPI CORPORATION BUS MEET MEALS LEADER	143.61
V1515554	04/23/2021	17320	BUTLER BUSINESS PRODUCTS PA2021-0499 COLOR OEN AAGE7175021 - AT-A-GLANCE CUSTOM SIGNATURE STAMP	606.73 569.25 9.18 28.30
V1515555	04/23/2021	21255	CARIE LYNN CRABB REIMB REGISTR. FEE	53.95
V1515556	04/23/2021	86523	ANNE M DOUBEK MARCH MILEAGE	116.20
V1515557	04/23/2021	53023	JACQUELINE ALISON DOWELL MARCH MILEAGE	45.53
V1515558	04/23/2021	87716	DAVID ZELDEN EINSEL BOARD PHOTO TAGS	80.55
V1515569	04/23/2021	88632	ALYSSA BRIANA KUHN MARCH MILEAGE	43.06
V1515571	04/23/2021	87844	JAVIER LOPEZ DEVELOP TRAINING MATERIAL	4,000.00
V1515572	04/23/2021	40553	BEATRIZ M MENENDEZ MARCH MILEAGE	37.41
V1515576	04/23/2021	84863	COLOR ONE SYSTEMS CONTRACT 16/036CG-04; BOA	307.00
V1515658	04/30/2021	84986	ABUNDANCE EDUCATIONAL CONSULTING JUST IN TIME COACHING - S	1,400.07
V1515659	04/30/2021	11485	PEPI CORPORATION BUSI-MTING MEALPA0562	137.85
V1515665	04/30/2021	87716	DAVID ZELDEN EINSEL BOARD PHOTOS	28.32
V1515668	04/30/2021	88466	FOR THE CULTURE LITERACY DEVELOPMEN AFTER SCHOOL VIRTUAL	440.00
V1515675	04/30/2021	87975	KARCZEWSKI BRADSHAW LLP MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES MARCH 2021 LEGAL FEES	28,183.75 82.50 165.00 247.50 412.50 412.50 8,830.00 577.50 660.00 1,368.75 5,362.50 5,527.50 577.50 1,155.00 2,805.00
V1515680	04/30/2021	84623	SOA FIN1ST ASSIST BUS SVCS DAILY OPE	3,432.00

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Number of checks in fund 1991 - GENERAL FUND: **262**

Amount total: **652,392.94**

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1515209	04/01/2021	13871	AT&T CORP PHONE 032121042021 PHONE 031921041821	330.39 202.32 128.07
1515211	04/01/2021	14892	CITY OF BAYTOWN WATER READ 03/01	323.61
1515213	04/01/2021	18491	CENTERPOINT ENERGY GAS 021221031521	244.58
1515214	04/01/2021	84158	CENTRAL TELEPHONE COMPANY OF TEXAS PHONE 031121041021	445.02
1515215	04/01/2021	85300	CHILDCARE CAREERS LLC PROFESSIONAL SERVICES CON	99.49
1515221	04/01/2021	88574	EXECU TEAM STAFFING TEMPORARY CLERICAL STAFF TEMPORARY CLERICAL STAFF TEMPORARY CLERICAL STAFF	3,213.93 697.13 1,258.40 1,258.40
1515227	04/01/2021	87470	FRONTIER SOUTHWEST INCORPORATED PHONE 022021031921	172.96
1515230	04/01/2021	27819	HARRIS COUNTY FWSD WATER 012921030121	176.08
1515231	04/01/2021	86562	HARRIS COUNTY FWSD #51 WATER 022221032221	38.84
1515239	04/01/2021	36910	LAKESHORE LEARNING MATERIALS INDESTRUCTIBLE FOLDING RE	478.69
1515240	04/01/2021	87941	LIBERTY FIRE PROTECTION INC ANNUAL FIRE ALARM INSPECT	120.00
1515252	04/01/2021	86862	PS LIGHTWAVE INC MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES- MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES MONTHLY PHONE/DATA LINES	2,952.49 247.00 247.00 264.86 140.35 264.86 264.86 247.00 252.84 247.00 264.86 247.00 264.86 247.00 264.86 247.00 264.86 247.00 264.86
1515253	04/01/2021	48800	RELIANT ENERGY ELECTRIC 011921021621	884.58
1515264	04/01/2021	86242	WCA WASTE CORPORATION MONTHLY WASTE APR21	168.83
1515265	04/01/2021	62751	WASTE MANAGEMENT MONTHLY WASTE APR21 MONTHLY WASTE APR21 MONTHLY WASTE MAR21 MONTHLY WASTE MAR21 MONTHLY WASTE MAR21 MONTHLY WASTE APR21 MONTHLY WASTE MAR21	961.70 137.48 112.58 168.87 112.58 84.44 92.44 253.31

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1515266	04/01/2021	88251	WINFREY REAL ESTATE AND DEVELOPMENT	4,500.00
			ASSESSMENT OF PROPERTY FO	2,250.00
			ASSESSMENT OF PROPERTY FO	2,250.00
1515268	04/01/2021	87916	ZENITH PREMIER INC	148.00
			PROFESSIONAL SERVICES CON	
1515295	04/09/2021	13871	AT&T CORP	492.23
			PHONE 032721-042621	155.38
			PHONE 032721-042621	128.07
			PHONE 032721-042621	208.78
1515296	04/09/2021	18491	CENTERPOINT ENERGY	94.68
			GAS 022421-032321	22.06
			GAS 022321-032321	72.62
1515297	04/09/2021	85300	CHILDCARE CAREERS LLC	90.01
			PROFESSIONAL SERVICES CON	
1515309	04/09/2021	85783	HARRIS COUNTY WATER CONTROL AND	98.24
			WATER 032121	
1515312	04/09/2021	37208	CITY OF LA PORTE	88.23
			WATER 03/21	
1515330	04/09/2021	61927	VERIZON WIRELESS	1,368.02
			VERIZON032321-042221	
1515398	04/16/2021	18491	CENTERPOINT ENERGY	55.68
			GAS 030521-040221	
1515399	04/16/2021	82495	COMCAST CORPORATION	311.38
			041021-05092PHONE USA	
1515413	04/16/2021	86862	PS LIGHTWAVE INC	2,952.49
			MONTHLY PHONE/DATA LINES	247.00
			MONTHLY PHONE/DATA LINES	247.00
			MONTHLY PHONE/DATA LINES	140.35
			MONTHLY PHONE/DATA LINES	264.86
			MONTHLY PHONE/DATA LINES-	264.86
			MONTHLY PHONE/DATA LINES	247.00
			MONTHLY PHONE/DATA LINES	264.86
			MONTHLY PHONE/DATA LINES	247.00
			MONTHLY PHONE/DATA LINES	252.84
			MONTHLY PHONE/DATA LINES	247.00
			MONTHLY PHONE/DATA LINES	264.86
			MONTHLY PHONE/DATA LINES	264.86
1515414	04/16/2021	82727	RAPTOR TECHNOLOGIES	5,750.04
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
			ONE (1) YEAR V-SOFT RENEW	479.17
1515429	04/16/2021	87916	ZENITH PREMIER INC	148.00
			PROFESSIONAL SERVICES CON	

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1515503	04/23/2021	13871	AT&T CORP PHONE 041321-051221	460.87 171.12
			PHONE 040721-050621	289.75
1515508	04/23/2021	84158	CENTRAL TELEPHONE COMPANY OF TEXAS PHONE 0411-05102021	446.96
1515513	04/23/2021	88574	EXECU TEAM STAFFING TEMPORARY CLERICAL STAFF	2,265.12 1,258.40
			TEMPORARY CLERICAL STAFF	1,006.72
1515519	04/23/2021	27819	HARRIS COUNTY FWSD WATER 030121-033021	210.55
1515521	04/23/2021	29920	HARRIS COUNTY TREASURER MONTHLY RENTAL FEE OPEN	50.00
1515526	04/23/2021	32920	CITY OF HOUSTON HEALTH DEPARTMENT MONTHLY RENTAL FEE	9,646.50 3,765.00
			MONTHLY RENTAL FEE OPEN P	5,881.50
1515530	04/23/2021	83870	KQC INVESTORS, LLC BAYTOWN HS/EHS LEASE PAYM	25,818.24 11,747.00
			MONTHLY RENTAL FEE	3,903.30
			MONTHLY RENTAL FEE OPEN P	10,167.94
1515538	04/23/2021	46834	CECILE PORCHE-PETTY CASH CUSTODIAN REIMBURS NON FOOD ITE	16.00
1515592	04/30/2021	88718	VERONICA ASHTON BACOPULOS MARCH MILEAGE	149.52
1515594	04/30/2021	14892	CITY OF BAYTOWN WATER 041621	349.55
1515599	04/30/2021	18491	CENTERPOINT ENERGY GAS USGE 031221-04122	207.97 68.76
			GAS 031521-041321	139.21
1515606	04/30/2021	88574	EXECU TEAM STAFFING TEMPORARY CLERICAL STAFF	1,006.72
1515639	04/30/2021	48800	RELIANT ENERGY ELECTRIC031821-041621	393.30
1515650	04/30/2021	86242	WCA WASTE CORPORATION MAY21 WASTE DISPOSA	168.83
V1515278	04/01/2021	86933	HARDIES FRUIT & VEGETABLE CO STUDENT FOOD - OPEN PURCH	989.92 143.03
			STUDENT FOOD - OPEN PURCH	151.02
			STUDENT FOOD - OPEN PURCH	110.94
			STUDENT FOOD - OPEN PURCH	133.37
			STUDENT FOOD - OPEN PURCH	228.32
			STUDENT FOOD - OPEN PURCH	141.08
			STUDENT FOOD - OPEN PURCH	82.16
V1515282	04/01/2021	33941	INDUSTRIAL FIRE EQUIPMENT COMPANY PUGH HS SERVICES	168.19 48.19
			SAFETY INSPECTION AND TAG	120.00

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V1515339	04/09/2021	16155	MILK PRODUCTS LLC	2,690.92
			STUDENT FOOD - OPEN PURCH	85.77
			STUDENT FOOD - OPEN PURCH	185.84
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	13.55
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	170.66
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	13.55
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	130.71
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	71.28
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	106.92
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	95.12
			STUDENT FOOD - OPEN PURCH	107.22
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	98.37

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V1515355	04/09/2021	86933	HARDIES FRUIT & VEGETABLE CO	2,134.04
			STUDENT FOOD - OPEN PURCH	106.73
			STUDENT FOOD - OPEN PURCH	168.01
			STUDENT FOOD - OPEN PURCH	91.45
			STUDENT FOOD - OPEN PURCH	247.99
			STUDENT FOOD - OPEN PURCH	161.81
			STUDENT FOOD - OPEN PURCH	211.12
			STUDENT FOOD - OPEN PURCH	88.37
			STUDENT FOOD - OPEN PURCH	147.93
			STUDENT FOOD - OPEN PURCH	123.30
			STUDENT FOOD - OPEN PURCH	276.35
			STUDENT FOOD - OPEN PURCH	171.22
			STUDENT FOOD - OPEN PURCH	118.55
			STUDENT FOOD - OPEN PURCH	83.10
			STUDENT FOOD - OPEN PURCH	30.00
			STUDENT FOOD - OPEN PURCH	108.11
V1515358	04/09/2021	33941	INDUSTRIAL FIRE EQUIPMENT COMPANY	185.18
			SAFETY INSPECTION AND TAG	
V1515363	04/09/2021	52846	JULIE ANNE SMITH	3,600.00
			FACILITATOR OF ONGOING DE	
V1515368	04/09/2021	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	8,442.39
			STUDENT FOOD - OPEN PURCH	674.45
			STUDENT FOOD - OPEN PURCH	870.33
			STUDENT FOOD - OPEN PURCH	670.19
			STUDENT FOOD - OPEN PURCH	690.35
			STUDENT FOOD - OPEN PURCH	435.75
			STUDENT FOOD - OPEN PURCH	653.83
			STUDENT FOOD - OPEN PURCH	441.67
			STUDENT FOOD - OPEN PURCH	672.72
			STUDENT FOOD - OPEN PURCH	483.07
			STUDENT FOOD - OPEN PURCH	231.65
			STUDENT FOOD - OPEN PURCH	381.44
			STUDENT FOOD - OPEN PURCH	226.73
			STUDENT FOOD - OPEN PURCH	698.84
			STUDENT FOOD - OPEN PURCH	630.80
			STUDENT FOOD - OPEN PURCH	625.37
			STUDENT FOOD - OPEN PURCH	55.20

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Fiscal Year: 21 Period: 8

Fund: 2051 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515441	04/16/2021	16155	MILK PRODUCTS LLC	1,117.74
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	48.76
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	61.38
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	100.07
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
V1515445	04/16/2021	17320	BUTLER BUSINESS PRODUCTS	50.99
			TONER CARTRIDGE-BLACK-HEW	
V1515460	04/16/2021	86933	HARDIES FRUIT & VEGETABLE CO	840.10
			STUDENT FOOD - OPEN PURCH	152.00
			STUDENT FOOD - OPEN PURCH	137.93
			STUDENT FOOD - OPEN PURCH	105.45
			STUDENT FOOD - OPEN PURCH	203.82
			STUDENT FOOD - OPEN PURCH	103.34
			STUDENT FOOD - OPEN PURCH	137.56
V1515470	04/16/2021	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	5,709.56
			STUDENT FOOD - OPEN PURCH	519.52
			STUDENT FOOD - OPEN PURCH	418.87
			STUDENT FOOD - OPEN PURCH	372.41
			STUDENT FOOD - OPEN PURCH	557.23
			STUDENT FOOD - OPEN PURCH	688.23
			PAD, SCOUR, GENERAL PURPO	4.82
			LINER, 60 GALLON. 9MI 75L	50.12
			HAIRNET, BROWN #678-5612	19.64
			FOIL, HEAVY DUTY #684-400	55.38
			STUDENT FOOD - PURCHASE O	124.94
			STUDENT FOOD - PURCHASE O	603.82
			STUDENT FOOD - OPEN PURCH	229.09
			GLOVES, POWDER FREE LATEX	140.61
			DETERGENT P&P DAWN #846-0	59.70
			CHLORINE TEST STRIPS #930	8.25
			STUDENT FOOD - OPEN PURCH	560.54
			STUDENT FOOD - OPEN PURCH	599.79
			STUDENT FOOD - OPEN PURCH	567.63
			FILM, SEAL WRAP CUTTER BO	97.77
			SPOON, MD PP WHITE #891-5	31.20

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Fiscal Year: 21 Period: 8

Fund: 2051 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515554	04/23/2021	17320	BUTLER BUSINESS PRODUCTS	2,726.60
			FELLOWES POWERSHRED FEL46	291.68
			AT- A GLANCE COMPACT MONT	26.40
			HON- HIGH BACK EXECUTIVE	174.99
			TRASH BAGS SPZLD385815	25.61
			WOODEN HANDLE GJO60478	45.98
			ROLL TOWEL PAPER GJO96850	49.56
			CAN LINER NAT00988	51.14
			DISINFECT CLEANER RCM1182	236.84
			TONER CARTRIDGE- BLACK- H	229.98
			STANDARD BATH TISSUE ROLL	36.42
			TRASH CAN LINERS GJO01534	24.19
			BATHROOM ROLL SCOTT KCC04	60.90
			DISINFECTANT SPRAY CGCC10	72.82
			COPY PAPER- LETTER HAM162	194.72
			MULTIFOLD TOWELS GJO21100	25.21
			ROLL TOWELS GJO22600	115.68
			TOWELS MUTIFOLD GJO21100	75.63
			TRASH CAN LINERS GJO01535	30.89
			TONER CARTRIDGE-MAGENTA-	245.99
			TONER CARTRIDGE- YELLOW-	245.99
			TONER CARTRIDGE- BLACK- H	219.99
			TONER CARTRIDGE- CYAN- HE	245.99
V1515559	04/23/2021	86744	NADIA NESHELLE EPPS	38.08
			MARCH MILEAGE	
V1515562	04/23/2021	85146	JOURNEY OF FAITH UNITED METHODIST	4,000.00
			MONTHLY RENTAL FEE	
V1515564	04/23/2021	86933	HARDIES FRUIT & VEGETABLE CO	1,276.74
			STUDENT FOOD - OPEN PURCH	139.66
			STUDENT FOOD - OPEN PURCH	312.61
			STUDENT FOOD - OPEN PURCH	59.94
			STUDENT FOOD - OPEN PURCH	95.84
			STUDENT FOOD - OPEN PURCH	192.69
			STUDENT FOOD - OPEN PURCH	79.97
			STUDENT FOOD - OPEN PURCH	72.05
			STUDENT FOOD - OPEN PURCH	136.90
			STUDENT FOOD - OPEN PURCH	187.08
V1515573	04/23/2021	88476	MONICA MARIE NILES	43.12
			MARCH MILEAGE	
V1515577	04/23/2021	64845	ZIEBEN FOUNDATION PROPERTIES	5,657.04
			MONTHLY RENT OPEN PURCHAS	

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Period: 8

Fund: 2051 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515662	04/30/2021	16155	MILK PRODUCTS LLC	2,292.62
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	100.07
			STUDENT FOOD - OPEN PURCH	130.01
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	98.37
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	132.61
			STUDENT FOOD - OPEN PURCH	139.56
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	71.28
			STUDENT FOOD - OPEN PURCH	40.64
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	100.07
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	27.09
			STUDENT FOOD - OPEN PURCH	71.28

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Fiscal Year: 21 Period: 8

Fund: 2051 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515663	04/30/2021	17320	BUTLER BUSINESS PRODUCTS	5,073.05
			TONER CARTRIDGE BLACK HEW	325.98
			STAPLES STANDARD SWI35108	24.64
			PAPER INKJET LASER COPY M	97.36
			BATTERIES AAA EVEEN92	12.99
			GLOSSY TAPE- B5N43575	23.18
			STANDARD STAPLES- BSN6565	14.31
			STAPLE REMOVER-SW138121	8.88
			TONER CARTRIDGE ELI75807	95.99
			PAPER SHREDDER FEL3103201	119.67
			COPY PAPER LETTER SIZE PS	34.00
			INK CARTRIDGE HEWCE305AQ1	438.99
			ELECTRIC PENCIL SHARPER-	62.02
			PAPER- LETTER- HAM162008	97.36
			DRY ERASE MARKERS- SAN192	51.52
			TONER CARTRIDGE BLACK HEW	91.99
			ENVELOPES SELF ADHESIVE B	43.34
			FACIAL TISSUE GJO26100	20.82
			HAND SOAP LIQUID REFILL C	297.95
			PACKING TAPE- MMM1426	41.74
			TONER CARTRIDGE- CYAN- HE	56.99
			TONER CARTRIDGE- CYAN- HE	245.99
			TONER CARTRIDGE- BLACK- H	253.98
			TONER CARTRIDGE ELI75806	169.78
			TONER CARTRIDGE BLACK HEW	229.98
			TONER CARTRIDGE MAGENTA H	131.99
			TRASH BAGS KITCHEN DRAWST	79.95
			FABULOSO ALL PURPOSE CPC5	34.46
			TONER CARTRIDGE CYAN NSN7	153.62
			TONER CARTRIDGE BLACK NSN	111.81
			TONER CARTRIDGE- YELLOW-	56.99
			TONER CARTRIDGE- LASER- H	164.99
			TONER CARTRIDGE CYAN HEWC	131.99
			TONER CARTRIDGE YELLOW HE	131.99
			ENVELOPES REVEAL N SEAL Q	72.18
			TOWELS MULTIFOLD GJO21100	302.52
			PINE-SOLS PURPOSE CLEANER	41.89
			TONER CARTRIDGE-SINGLE- H	245.99
			TONER CARTRIDGE- SINGLE-	245.99
			TONER CARTRIDGE NSN751001	153.62
			TONER CARTRIDGE YELLOW NS	153.62
V1515669	04/30/2021	85146	JOURNEY OF FAITH UNITED METHODIST REPAIR EMERGENCY	1,200.00

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Fiscal Year: 21 Period: 8

Fund: 2051 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515672	04/30/2021	86933	HARDIES FRUIT & VEGETABLE CO	1,046.65
			STUDENT FOOD - OPEN PURCH	79.70
			STUDENT FOOD - OPEN PURCH	102.52
			STUDENT FOOD - OPEN PURCH	199.48
			STUDENT FOOD - OPEN PURCH	125.61
			STUDENT FOOD - OPEN PURCH	101.98
			STUDENT FOOD - OPEN PURCH	113.26
			STUDENT FOOD - OPEN PURCH	70.42
			STUDENT FOOD - OPEN PURCH	74.91
			STUDENT FOOD - OPEN PURCH	39.49
			STUDENT FOOD - OPEN PURCH	139.28
V1515674	04/30/2021	87523	PAMELA LYNN JONES-LEE	91.28
			FEBRUARY MILEAGE	12.32
			MARCH MILEAGE	78.96
V1515676	04/30/2021	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	5,991.31
			STUDENT FOOD - OPEN PURCH	237.53
			STUDENT FOOD - OPEN PURCH	309.17
			STUDENT FOOD - OPEN PURCH	513.02
			STUDENT FOOD - OPEN PURCH	315.31
			STUDENT FOOD - OPEN PURCH	259.82
			STUDENT FOOD - OPEN PURCH	265.16
			STUDENT FOOD - OPEN PURCH	266.44
			STUDENT FOOD - OPEN PURCH	507.77
			STUDENT FOOD - OPEN PURCH	684.51
			STUDENT FOOD - PURCHASE O	21.84
			STUDENT FOOD - OPEN PURCH	454.86
			STUDENT FOOD - OPEN PURCH	233.35
			STUDENT FOOD - OPEN PURCH	492.81
			STUDENT FOOD - OPEN PURCH	364.25
			STUDENT FOOD - OPEN PURCH	509.94
			STUDENT FOOD - OPEN PURCH	555.53
V1515679	04/30/2021	47923	QSS, L.C	3,064.75
			MONTHLY MONITORING AND MA	13.85
			MONTHLY MONITORING AND MA	237.50
			MONTHLY MONITORING AND MAI	280.97
			MONTHLY MONITORING AND MA	346.36
			MONTHLY MONITORING AND MA	339.74
			MONTHLY MONITORING AND MA	136.25
			MONTHLY MONITORING AND MA	217.50
			MONTHLY MONITORING AND MA	136.25
			MONTHLY MONITORING AND MA	375.52
			MONTHLY MONITORING AND MA	363.89
			MONTHLY MONITORING AND MA	243.28
			MONTHLY MONITORING AND MA	373.64

Number of checks in fund 2051 - HEAD START: **66**

Amount total: **126,328.59**

Fund: 2070 - HEAD START DISASTER ASSIS

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515330	04/09/2021	61927	VERIZON WIRELESS	49.01
			VERIZON032321-042221	
1515605	04/30/2021	88648	ENGLISH + ASSOCIATES ARCHITECTS INC	7,200.00
			PROVIDE ARCHITECTURAL/ENG	

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Fund: 2070 - HEAD START DISASTER ASSIS

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515272	04/01/2021	17320	BUTLER BUSINESS PRODUCTS	277.93
			HP 952XL CYAN INK #HEWLOS	71.98
			HP 952XL MAGENTA INK #HE	71.98
			HP 952 BLACK INK #HEW3YP2	61.99
			HP 952XL YELLOW INK #HEWL	71.98

Number of checks in fund 2070 - HEAD START DISASTER ASSIS: **3** Amount total: **7,526.94**

Fund: 2101 - STOP SCHOOL VIOLENCE GRNT

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515330	04/09/2021	61927	VERIZON WIRELESS	381.10
			VERIZON 030821-040721	

Number of checks in fund 2101 - STOP SCHOOL VIOLENCE GRNT: **1** Amount total: **381.10**

Fund: 2151 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515211	04/01/2021	14892	CITY OF BAYTOWN	259.38
			WATER READ 03/01	
1515252	04/01/2021	86862	PS LIGHTWAVE INC	112.49
			MONTHLY INTERNET USAGE OP	
1515265	04/01/2021	62751	WASTE MANAGEMENT	110.20
			MONTHLY WASTE APR21	
1515330	04/09/2021	61927	VERIZON WIRELESS	114.33
			VERIZON032321-042221	
1515398	04/16/2021	18491	CENTERPOINT ENERGY	44.63
			EHS 030521-04022 GAS	
1515413	04/16/2021	86862	PS LIGHTWAVE INC	112.49
			MONTHLY INTERNET USAGE OP	
1515530	04/23/2021	83870	KQC INVESTORS, LLC	9,415.00
			EHS MONTHLY RENTAL FEE	
1515594	04/30/2021	14892	CITY OF BAYTOWN	280.16
			EHS 041621 WATER SER	
1515623	04/30/2021	36910	LAKESHORE LEARNING MATERIALS	566.20
			SHEET COT-DOZEN #LC1589Z	283.10
			BLANKET DOZEN COTTON THER	283.10
V1515339	04/09/2021	16155	MILK PRODUCTS LLC	62.24
			STUDENT MEALS	11.75
			STUDENT MEALS	13.25
			STUDENT MEALS	16.15
			STUDENT MEALS	21.09
V1515342	04/09/2021	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO	8,855.00
			INVOICES FOR CHILD CARE S	2,373.00
			INVOICES FOR CHILD CARE S	2,142.00
			INVOICES FOR CHILD CARE S	2,170.00
			INVOICES FOR CHILD CARE S	2,170.00
V1515355	04/09/2021	86933	HARDIES FRUIT & VEGETABLE CO	84.88
			STUDENT MEALS OPEN PURCHA	34.15
			STUDENT MEALS OPEN PURCHA	30.64
			STUDENT MEALS OPEN PURCHA	20.09

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Fiscal Year: 21 Period: 8

Fund: 2151 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515360	04/09/2021	86996	JOHN G JONES LEARNING CENTER TO PAY CHILD CARE PARTNER	5,040.00 1,064.00
			TO PAY CHILD CARE PARTNER	1,330.00
			TO PAY CHILD CARE PARTNER	1,316.00
			TO PAY CHILD CARE PARTNER	1,330.00
V1515371	04/09/2021	87247	LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE PARTNER INVOIC	5,050.00 950.00
			CHILD CARE PARTNER INVOIC	1,025.00
			CHILD CARE PARTNER INVOIC	1,025.00
			CHILD CARE PARTNER INVOIC	1,025.00
			CHILD CARE PARTNER INVOIC	1,025.00
V1515441	04/16/2021	16155	MILK PRODUCTS LLC STUDENT MEALS	6.35
V1515446	04/16/2021	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO INVOICES FOR CHILD CARE S	3,906.00 2,170.00
			INVOICES FOR CHILD CARE S	1,736.00
V1515465	04/16/2021	86996	JOHN G JONES LEARNING CENTER TO PAY CHILD CARE PARTNER	2,660.00 1,330.00
			TO PAY CHILD CARE PARTNER	1,330.00
V1515564	04/23/2021	86933	HARDIES FRUIT & VEGETABLE CO STUDENT MEALS OPEN PURCHA	48.51 38.63
			STUDENT MEALS OPEN PURCHA	9.88
V1515567	04/23/2021	86996	JOHN G JONES LEARNING CENTER TO PAY CHILD CARE PARTNER	1,330.00
V1515568	04/23/2021	52846	JULIE ANNE SMITH INV20211 PA2021-0558	900.00 600.00
			INV20212 PA2021-0557	300.00
V1515570	04/23/2021	87247	LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE PARTNER INVOIC	1,900.00 950.00
			CHILD CARE PARTNER INVOIC	950.00
V1515662	04/30/2021	16155	MILK PRODUCTS LLC STUDENT MEALS	49.69 16.06
			STUDENT MEALS	17.24
			STUDENT MEALS	16.39
V1515677	04/30/2021	87247	LETS LEARN CHRISTIAN LEARNING CTR CHILD CARE PARTNER INVOIC	995.00
V1515679	04/30/2021	47923	QSS, L.C MONTHLY MONITORING AND MA	11.10

Number of checks in fund 2151 - EARLY HEADSTART OPERATION: **24** Amount total: **41,913.65**

Fund: 2301 - FEDERAL ADULT ED REGULAR

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515219	04/01/2021	86276	DEIRDRE J WILLIAMS PA2021-0471 WORKSHOP	3,000.00
1515220	04/01/2021	88218	DEANS STAFFING SOLUTIONS INC BUSINESS CLASSES FOR STUD	22,425.00
1515247	04/01/2021	87596	MILLENNIUM LEARNING CONCEPTS VIRTUALWRKSHOP 2/2521	2,500.00
1515305	04/09/2021	87470	FRONTIER SOUTHWEST INCORPORATED PHONE 040121-043021	80.77
1515330	04/09/2021	61927	VERIZON WIRELESS VERIZON 030821-040721	2,984.45

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Fund: 2301 - FEDERAL ADULT ED REGULAR

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515332	04/09/2021	87489	DAHILL OFFICE TECHNOLOGY CORP MARCH LEASE	599.36 149.84
			MARCH LEASE	149.84
			MARCH LEASE	149.84
			MARCH LEASE	149.84
1515395	04/16/2021	13871	AT&T CORP PHONE 040121-043021	355.75
1515413	04/16/2021	86862	PS LIGHTWAVE INC MAY2021 THERNET CHARG	632.56 379.72
			MAY2021 THERNET CHARG	252.84
1515509	04/23/2021	88583	DR KEITH CLARKE OPEN PURCHASE ORDER	2,800.00
1515514	04/23/2021	88288	IEC US HOLDINGS INC OPEN PURCHASE ORDER FOR	9,000.00
V1515288	04/01/2021	87978	STEPHANIE MICHELLE ROSS FEBRUARY MILEAGE	17.92
V1515670	04/30/2021	87517	BIANCA YADHIRA GARCIA MARCH MILEAGE	24.19

Number of checks in fund 2301 - FEDERAL ADULT ED REGULAR: **12** Amount total: **44,420.00**

Fund: 2670 - FED 21ST CENTURY CYC 9

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515235	04/01/2021	85958	CHRISTOPHER GEORGE CORTEZ CONTRACT SERVICES-21ST CC	450.00
1515257	04/01/2021	88308	SJ VISUAL ARTS PRODUCTION CONTRACT SERVICES	1,080.00
1515406	04/16/2021	85958	CHRISTOPHER GEORGE CORTEZ CONTRACT SERVICES-21ST CC	900.00
1515510	04/23/2021	82332	CLEAR CREEK ISD 2019-2020 21ST CCLC CYCLE	12,842.34
1515544	04/23/2021	53950	SPRING INDEPENDENT SCHOOL DISTRICT AUG20 BMMEL2679	3,017.10
1515581	04/28/2021	87823	AFTER SCHOOL TO ACHIEVE JAN21CONTRASRVC-21S	4,365.00 180.00
			FEB21CONTRASRVC-21S	900.00
			MAR21CONTRASRVC-21S	1,260.00
			FEB21 CONTRAT SERV21C	180.00
			MAR21CONTRASRVC-21S	675.00
			FEB21CONTRASRVC-21S	540.00
			JAN21CONTRASRVC-21S	315.00
			MAR21CONTR SRVCS-21S	315.00
1515583	04/28/2021	45610	PASADENA ISD SOUTH HOU FINAL	10,826.58
1515584	04/28/2021	52120	SHELDON INDEPENDENT SCHOOL DISTRICT SHELDON ISD- NULL MIDDLE	1,878.29 467.53
			AUG20 NULL CY9YR4	1,410.76
1515585	04/28/2021	83777	SOUTHWEST CHARTER SCHOOL AUG20 SOUTHWEST MID	1,212.87
1515586	04/28/2021	88525	BOX PROGRAM CONTRACT SERVICES-21ST CC	2,200.00 1,000.00
			CONTRACT SERVICES-21ST CC	1,200.00

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Fund: 2670 - FED 21ST CENTURY CYC 9

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515587	04/30/2021	10960	ALDINE INDEPENDENT SCHOOL DISTRICT FINAL DREW CY9YR4	21,592.57 14,253.48
V1515272	04/01/2021	17320	JAN20 DREW CY9YR4 BUTLER BUSINESS PRODUCTS PURELL SANITIZING GEL LYSOL DISINFECTING WIPES SPECIAL BUY DISPOSABLE FA	7,339.09 743.50 318.60 224.90 200.00

Number of checks in fund 2670 - FED 21ST CENTURY CYC 9: **12** Amount total: **61,108.25**

Fund: 2671 - FED 21ST CENTURY CYC 9

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515204	04/01/2021	10960	ALDINE INDEPENDENT SCHOOL DISTRICT DEC20 DREW NOV20 DREW	20,806.33 3,894.32 16,912.01
1515205	04/01/2021	84484	ALIEF INDEPENDENT SCHOOL DISTRICT DEC20 ALBRIGHT	11,918.39
1515223	04/01/2021	87809	SHERIAN G DOYLE CONTRACT SERVICES-21ST CC	150.00
1515228	04/01/2021	27070	GALENA PARK ISD NOV20 NORTHSHORE 9TH	9,851.08
1515249	04/01/2021	45610	PASADENA ISD DEC20 SOUTH HOUSTON NOV20 SOUTH HOUSTON	21,074.13 10,595.50 10,478.63
1515332	04/09/2021	87489	DAHILL OFFICE TECHNOLOGY CORP MARCH LEASE	100.32
1515419	04/16/2021	88308	SJ VISUAL ARTS PRODUCTION CONTRACT SERVICES-21ST CC	1,620.00
1515582	04/28/2021	33610	HUMBLE INDEPENDENT SCHOOL DISTRICT NOV20 STERLING CY9 YR FINAL REPORT STERLING OCT20 STERLING MID AUG20 STERLING MID DEC20 STERLING CY9YR4	44,386.96 2,058.52 13,526.33 1,218.95 10,592.57 16,990.59
V1515445	04/16/2021	17320	BUTLER BUSINESS PRODUCTS PENTEL ENERGEL RTX LIQUID SWINGLINE 747 RIO RED STA POST-IT SUPER STICKY LINE EXPO LOW-ODOR DRY-ERASE M GOJO PURELL INSTANT HAND POST-IT NOTES ORIGINAL LI MASTERVISION PROFESSIONAL TOPS PRISM PLUS LEGAL PAD BELKIN MINI SURGE PROTECT	205.81 14.95 16.99 17.41 28.71 15.00 11.98 59.39 12.20 29.18

Number of checks in fund 2671 - FED 21ST CENTURY CYC 9: **9** Amount total: **110,113.02**

Fund: 2680 - FED 21ST CENTURY CYCLE 10

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515228	04/01/2021	27070	GALENA PARK ISD AUG20 WILLIAMSON	8,485.93

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Fund: 2680 - FED 21ST CENTURY CYCLE 10

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515499	04/23/2021	83547	AAMA, INC. NOV20GEORGE SAC10YR2	14,393.51 42.07
			DEC20GEORGE SAC10YR2	698.65
			OCT20GEORGE SAC10YR2	7,905.59
			SEPT20GEORGE SAC10YR2	598.00
			AUG20GEORGE SAC10YR2	5,149.20
1515543	04/23/2021	83777	SOUTHWEST CHARTER SCHOOL SEPT20 SW BISSONNET	1,573.55 322.09
			AUG20 SW BISSONNET	1,251.46
1515584	04/28/2021	52120	SHELDON INDEPENDENT SCHOOL DISTRICT AUG20 CE KING CY10YR2	12,918.93 409.61
			AUG20 CE KING MID	24.85
			SEPT20 ROYALWOOD CY10	5,206.92
			OCT20 ROYALWOOD CY10	5,212.95
			NOV20 ROYALWOOD CY10	2,064.60
V1515272	04/01/2021	17320	BUTLER BUSINESS PRODUCTS PURELL SANITIZING GEL	817.80 318.60
			LYSOL DISINFECTING WIPES-	299.20
			SPECIAL BUY DISPOSABLE FA	200.00

Number of checks in fund 2680 - FED 21ST CENTURY CYCLE 10: **5** Amount total: **38,189.72**

Fund: 2681 - FED 21ST CENTURY CYCLE 10

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515228	04/01/2021	27070	GALENA PARK ISD AUG20 NORTHSORE ELEM	4,443.70
1515254	04/01/2021	52120	SHELDON INDEPENDENT SCHOOL DISTRICT NOV20 ROYALWOOD ELEM	28,423.94 9,855.16
			NOV20 CE KING MIDDLE	11,193.25
			AUG20 CE KING MIDDLE	2,474.01
			AUG20 ROYALWOOD	4,901.52
1515306	04/09/2021	27070	GALENA PARK ISD OCT20 NORTHSORE ELEM	9,376.47
1515332	04/09/2021	87489	DAHILL OFFICE TECHNOLOGY CORP MARCH LEASE	49.52
1515416	04/16/2021	52120	SHELDON INDEPENDENT SCHOOL DISTRICT JAN21 ROYALWOOD	8,666.17
1515505	04/23/2021	43683	NEIGHBORHOOD CENTERS INC 123120 PROMISE COMMUN	16,816.64 8,408.44
			103120 PROMISE COMMUN	8,408.20

Number of checks in fund 2681 - FED 21ST CENTURY CYCLE 10: **6** Amount total: **67,776.44**

Fund: 2880 - FED-AFTER SCHOOL PTNRSHIP

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515206	04/01/2021	87816	ALLIANCE FINANCIAL MINISTRIES INC SELECT SERVICES PROGRAM -	740.00
1515236	04/01/2021	82408	HOUSTON TENNIS ASSOCIATION INC SELECT SERVICES PROGRAM -	3,300.00
1515237	04/01/2021	80722	BAYOU CITY FENCING ACADEMY SELECT SERVICES PROGRAM -	885.00

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Fund: 2880 - FED-AFTER SCHOOL PTNRSHIP

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515238	04/01/2021	82325	CSCRM INC DBA JUMP BUNCH	375.00
			SELECT SERVICES PROGRAM –	150.00
			SELECT SERVICES PROGRAM –	150.00
			SELECT SERVICES PROGRAM –	75.00
1515241	04/01/2021	87354	ARCHIE D CRAFT	1,573.00
			SELECT SERVICES PROGRAM –	
1515393	04/16/2021	87297	ABEL GARZA	1,800.00
			SELECT SRVCS PROG FRAZ	
1515397	04/16/2021	18165	CDW GOVERNMENT INC	5,141.00
			CANON PG- 245 XL/ CL 246X	60.60
			HAMILTON BUHL FLEX- PHONE	749.60
			PHILIPS VOICE TRACER DVT4	1,627.64
			SANDISK STANDARD- FLASH M	758.70
			PHILIPS VOICE TRACER DVT4	1,860.16
			SANDISK STANDARD- FLASH M	84.30
1515409	04/16/2021	82325	CSCRM INC DBA JUMP BUNCH	1,125.00
			SELECT SERVICES PROGRAM –	450.00
			SELECT SERVICES PROGRAM –	525.00
			SELECT SERVICES PROGRAM –	150.00
1515426	04/16/2021	82161	URBAN HARVEST	1,210.00
			SELECT SRVC PRO LYONS	640.00
			SELECT SVCS PROG KING	570.00
1515428	04/16/2021	88445	YAWP RECORDS LLC	2,000.00
			SELECT SERVICE PROGRAM -	
1515549	04/23/2021	82161	URBAN HARVEST	560.00
			JAN21 SELECT SERVICES	
1515598	04/30/2021	18165	CDW GOVERNMENT INC	11,743.80
			LENOVO THINKCENTRE M920S-	11,564.30
			CDW AUTOPILOT BASE DEPLOY	179.50
1515601	04/30/2021	88756	COMMITTEE FOR CHILDREN	2,495.00
			OUT OF SCHOOL TIME GRADE	
1515633	04/30/2021	80610	ARISTOLE CORPORATION	7,200.00
			3DOODLER EDU START LEARN1	6,600.00
			3DOODLER EDU START LEARN1	600.00
V1515272	04/01/2021	17320	BUTLER BUSINESS PRODUCTS	304.46
			PA2021-0524 SUPPLIES	273.95
			PA2021-0524 SUPPLIES	30.51
V1515290	04/01/2021	87336	CHARMETTE JONES	200.00
			SELECT SERVICES PROGRAM –	
V1515340	04/09/2021	17320	BUTLER BUSINESS PRODUCTS	741.81
			IRIS STACKABLE CLEAR STOR	242.78
			IRIS 17-QUART STORAGE BOX	168.80
			FLAGSHIP CARPETS CLASSIC	109.95
			IRIS MINI STORAGE CART	118.18
			KENSINGTON PRO FIT ERGO W	102.10
V1515443	04/16/2021	82525	BRAZILIAN ARTS FOUNDATION	270.00
			SELECT SERVICES PROGRAM –	
V1515488	04/16/2021	87336	CHARMETTE JONES	1,500.00
			SELECT SERVICES PROGRAM –	200.00
			SELECT SERVICES PROGRAM –	200.00
			SELECT SERVICES PROGRAM –	600.00
			SELECT SERVICES PROGRAM –	200.00
			SELECT SERVICES PROGRAM –	300.00

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Number of checks in fund 2880 - FED-AFTER SCHOOL PTNRSHIP: **19** Amount total: **43,164.07**

Fund: 2881 - FED-AFTER SCHOOL PTNRSHIP

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515203	04/01/2021	82169	ACADEMY OF ACCELERATED LEARNING OCT20 CHIMNEY ROCK	1,670.70
1515206	04/01/2021	87816	ALLIANCE FINANCIAL MINISTRIES INC SELECT SERVICES PROGRAM -	580.00
1515225	04/01/2021	23615	FOTOFEST INC SELECT SERVICE PROGRAM -	360.00
1515237	04/01/2021	80722	BAYOU CITY FENCING ACADEMY SELECT SERVICES PROGRAM - SELECT SERVICES PROGRAM -	3,585.00 315.00 3,270.00
1515250	04/01/2021	88203	JUNENE KATHRYN HARRIS VIRTUAL WORKSHOP MARCH 12	300.00
1515254	04/01/2021	52120	SHELDON INDEPENDENT SCHOOL DISTRICT JAN21 GARRETT ELEM	1,554.86
1515321	04/09/2021	52120	SHELDON INDEPENDENT SCHOOL DISTRICT DEC20 GARRETT	1,689.64
1515403	04/16/2021	23615	FOTOFEST INC SELECT SERVICE PROGRAM -	180.00
1515407	04/16/2021	82408	HOUSTON TENNIS ASSOCIATION INC DEC20 LECLEAR TENNIS NOV20 LECLEAR TENNIS	12,292.90 6,805.00 5,487.90
1515410	04/16/2021	36910	LAKESHORE LEARNING MATERIALS STEAM 03/26/2021 MATHEMATICAL MINDSET 02/1	2,000.00 1,000.00 1,000.00
1515419	04/16/2021	88308	SJ VISUAL ARTS PRODUCTION SELECT SERVICE PROGRAM -	540.00
1515515	04/23/2021	23615	FOTOFEST INC SELECT SERVICE PROGRAM -	540.00
1515541	04/23/2021	52120	SHELDON INDEPENDENT SCHOOL DISTRICT NOV20 SHELDON	2,735.98
1515604	04/30/2021	87689	EDOPP SOLUTIONS LLC ONLINE LIVE (OOL) TRAININ	300.00
V1515269	04/01/2021	84906	HARVEY JOSEPH PANEITZ PARTICIPATE IN ALL THE EC	7,150.00
V1515359	04/09/2021	87484	ADRIAN IZAGUIRRE FEBRUARY MILEAGE	69.66
V1515445	04/16/2021	17320	BUTLER BUSINESS PRODUCTS WIPES,DISINFECTING, FRSH, SANITIZER, ADV 8 OZ PUMP HP 414A (W202AA) TONER CA GLOVES, GP, VNYL, PF, M, GLOVES, GP, VNYL, PF, L, HP 414A (W2021A) TONER CA HP 414A (W2023A) TONER CA HP 414A (W2020A) TONER CA	1,162.86 232.74 51.50 219.98 24.35 24.35 219.98 219.98 169.98

Number of checks in fund 2881 - FED-AFTER SCHOOL PTNRSHIP: **17** Amount total: **36,711.60**

Fund: 4981 - LOC-OTHER LOCAL GRANTS

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515212	04/01/2021	18165	CDW GOVERNMENT INC HP LASER JET PRO 500 M570	979.02

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Fund: 4981 - LOC-OTHER LOCAL GRANTS

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515313	04/09/2021	88704	BLUES DAISY CONSULTING LLC DBA SPEAKER FOR HIGHPOINT EAS	19,500.00
1515405	04/16/2021	32270	HOUSTON BUSINESS JOURNAL PRINT FULL PAGE HCDE AD I	3,900.00
1515428	04/16/2021	88445	YAWP RECORDS LLC SPRING 2021 PROVIDER WILL	3,500.00
1515522	04/23/2021	83844	HEARTLAND PAYMENT SYSTEMS INC HSS1082 SUB: MOSAIC CLOUD HSS1360 PROGRAM INTRO & HSS1362 MENU PLANNING TRA HSS1333 MOSAIC O&I ORDERI HSS1361 INGREDIENTS & REC HSS1363 PRODUCTION TRAINI HSS1331 MOSAIC O&I GETTIN	4,740.00 3,740.00 125.00 125.00 250.00 125.00 125.00 250.00
1515539	04/23/2021	51462	SCHOLASTIC INC I AM AMERICAN-4MI-974040	2,404.08
1515547	04/23/2021	87693	DEMETRA C JONES CREATION OF LESSONS/CONTE	4,625.00
1515591	04/30/2021	83619	B & H FOTO & ELECTRONICS CORP ADOBE PREMIERE ELEMENTS 2 SWITCHPOD HD/DSLR HANDHEL CANON XC10 CAMCORDER W/LE SONY A6400 DG CAM/16-50MM ARCO VIDEO DR.BAG 10/REG	2,847.30 69.29 98.01 1,583.01 998.00 98.99
1515598	04/30/2021	18165	CDW GOVERNMENT INC HP LASER JET PRO 500 M570	979.02
1515621	04/30/2021	88724	JPI DATA RESOURCE CLENF3-C BUSINESS USER 25 CFPAR - C- PARTICIPANT US CLENF3-C BUSINESS USER 25 JPIPS-PROFESSIONAL SERVIC	47,460.00 4,560.00 5,760.00 23,940.00 13,200.00

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Fund: 4981 - LOC-OTHER LOCAL GRANTS

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515640	04/30/2021	51462	SCHOLASTIC INC	1,174.07
			BEAUTIFUL LOST, THE	9.99
			BRUSH, BRUSH, BRUSH!	5.21
			LION INSIDE, THE	4.99
			WHY, FLY GUY?	11.24
			STANDING ON HER SHOULDERS	14.24
			AMAZING GRACE	17.95
			THIS IS THE DAY!	12.74
			GREAT WALL OF LUCY WU, TH	5.99
			FIELD TRIPPED	16.99
			BINK & GOLLIE	6.50
			RACE AGAINST TIME, THE	11.24
			HOMBRE PERRO: POR QUIEN R	9.74
			ABBY IN OZ	12.75
			PIG THE ELF	3.71
			SILENT DAYS, SILENT DREAM	16.49
			THOMAS JEFFERSON	4.49
			QU COSAS DICE MI ABUELA	2.99
			ONE CRAZY SUMMER	6.99
			PATRICIA POLACCO AUTHOR S	37.75
			NANCY DREW DIARIES SUPERS	69.99
			I AM ENOUGH	18.99
			NOT QUITE SNOW WHITE	5.99
			BLENDED	6.71
			NOT IF I SAVE YOU FIRST	14.24
			HATE U GIVE, THE	14.24
			GIRL IN THE WHITE VAN, TH	10.99
			I WANT MY HAT BACK	17.95
			MAE JEMISON	4.46
			OLD TURTLE	13.46
			OWL MOON	17.95
			PETE THE CAT: ROCKING IN	16.99
			MAE AMONG THE STARS	17.99
			DIANA PRINCESS OF WALES	5.96
			MARLEY DIAS GETS IT DONE	11.24
			MUHAMMAD ALI	5.96
			NEFERTITI	5.96
			WHEN MARIAN SANG	14.24
			WHY AM I ME?	5.96
			BEEZUS AND RAMONA	5.99
			FLORA & ULYSSES	6.99
			GHOSTS	8.24
			PUPPY PLACE, THE #35: COO	4.99
			PUPPY PLACE, THE #5:	3.74
			DEAR JUSTYCE	18.99
			ARISTOTLE AND DANTE DISCO	7.49
			I AM MALALA (17.00
			PAW PATROL LET'S VISIT TH	5.99
			I GOT THE SCHOOL SPIRIT	5.99
			WHO'S SWIMMING IN THE OCE	12.99
			POR QU YO SOY YO?	5.99
			HENRY'S FREEDOM BOX	17.95
			HOW DO DINOSAURS EAT THEI	10.99

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Fund: 4981 - LOC-OTHER LOCAL GRANTS

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515640	04/30/2021	51462	SCHOLASTIC INC	1,174.07
			PADDINGTON	16.19
			PETE THE CAT: FIVE LITTLE	4.99
			IT'S ME, TWO.	6.74
			MATILDA	6.99
			BAD GUYS, THE	4.49
			ELIZABETH I	7.95
			SECRET SOLDIER, THE	5.24
			GEORGE WASHINGTON	6.99
			WHEN I GROW UP: MISTY COP	2.99
			SCHOLASTIC BOOK OF PRESID	7.99
			TOO MANY CATS!	3.74
			HOUSE WITH CHICKEN LEGS,	5.24
			HOW TO BABYSIT A GRANDMA	33.98
			GRAPHIX PACK (AGES 8-12)	86.93
			DEAR MARTIN	9.99
			LIST, THE	7.49
			THAT'S NOT WHAT I HEARD	14.24
			LOVE AND LIES OF RUKHSANA	8.25
			ONLY GIRL IN SCHOOL, THE	5.24
			SICK DAY FOR AMOS MCGEE,	17.95
			ELEPHANT'S NEW SHOE, THE	5.99
			GOOD EGG, THE	5.99
			GOOSEBUMPS THE MOVIE	6.99
			I AM DOUG THE PUG	5.99
			HOMBRE PERRO	7.49
			GOOD NIGHT, MR. PANDA	5.99
			HOW TO EAT FRIED WORMS	5.24
			GOING TO THE DENTIST	4.99
			NARWHAL'S OTTER FRIEND	4.46
			HERE COME THE GIRL SCOUTS	13.49
			ABRAHAM LINCOLN	6.99
			MARTIN'S BIG WORDS	17.95
			VISIONARY WOMEN	16.99
			SISTERS AND CHAMPIONS	5.99
			I AM #4: MARTIN LUTHER KI	4.49
			SLOTH LIFE: DREAM ON!, TH	8.99
			WHO IS RUTH BADER GINSBUR	5.99
			BSC GRAPHIX #1-7 BOX SET	76.93
			WHAT IF YOU HAD AN ANIMAL	3.74
			COUCH POTATO, THE	19.99
			DEAR ALLY	12.99
			TRULY MADLY ROYALLY	7.49
			SHELBY'S STORY	5.24
			POISONED	17.99
			LYING OUT LOUD	7.49

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Fund: 4981 - LOC-OTHER LOCAL GRANTS

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515272	04/01/2021	17320	BUTLER BUSINESS PRODUCTS	2,127.94
			PAPER,COPY,LTR,80#,WHT I	90.15
			FASTENER,HK/LP,SS,5/8"DIA	28.90
			FOAM SHEET ITEM: BBP FOAM	26.65
			PLASTIC EGGS ITEM; BBP EA	38.33
			TAPE MEASURE BBP TAPEMEAS	76.56
			HIGHLIGHTER,BRTLNR GRP,FL	35.40
			PING PONG BALLS ITEM: BBP	16.65
			CHEMISTRY STATION ITEM: C	458.50
			PHYSICKIT ITEM: PHYSICKI	520.00
			STEM KITS ITEM :BBP STEMK	471.20
			ROBOT KITS BBP ROBOTICS	365.60

Number of checks in fund 4981 - LOC-OTHER LOCAL GRANTS: 12 Amount total: **94,236.43**

Fund: 6931 - DISASTER RELIEF FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515243	04/01/2021	88577	LYNCVERSE TECHNOLOGIES	1,704.22
			IRVINGTON 3RD FLOOR - SNE	291.67
			3RD FLOOR SNEEZE GUARD TA	328.13
			DELIVERY, FABRICATION AND	399.00
			3-PIECE PORTABLE SNEEZE G	685.42

Number of checks in fund 6931 - DISASTER RELIEF FUND: 1 Amount total: **1,704.22**

Fund: 6941 - CAPITAL PROJECTS - PFC

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515299	04/09/2021	81367	CRE8 INCORPORATED	155,104.37
			ARCHITECTURAL & ENGINEERI	
1515302	04/09/2021	88648	ENGLISH + ASSOCIATES ARCHITECTS INC	53,628.50
			ARCHITECTURAL & ENGINEERI	31,540.00
			ARCHITECTURAL & ENGINEERI	15,620.00
			ARCHITECTURAL & ENGINEERI	6,468.50
1515602	04/30/2021	81367	CRE8 INCORPORATED	627,486.09
			ARCHITECTURAL & ENGINEERI	9,764.68
			ARCHITECTURAL & ENGINEERI	250,230.20
			ARCHITECTURAL & ENGINEERI	85,116.21
			ARCHITECTURAL & ENGINEERI	282,375.00
V1515678	04/30/2021	88484	LOCKWOOD, ANDREWS & NEWNAM INC	50,163.48
			HIGHPOINT EAST RENOVATION	11,475.59
			NEW ADULT EDUCATION	26,561.83
			IRVINGTON RENOVATION	12,126.06

Number of checks in fund 6941 - CAPITAL PROJECTS - PFC: 4 Amount total: **886,382.44**

Fund: 6951 - CAPITAL PROJ LOCAL FUNDS

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515531	04/23/2021	88578	LTY ENGINEERS	20,000.00
			TO PROVIDE MECHANICAL AND	10,000.00
			FOR THE MECHANICAL, ELECT	10,000.00

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Fund: 6951 - CAPITAL PROJ LOCAL FUNDS

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515610	04/30/2021	29505	HALLMARK OFFICE PRODUCTS INC	15,312.38
			10500 SERIES BOOKCASE 5 S	3,712.50
			10500 SERIES STACK ON STO	1,011.00
			10500 SERIES BACK ENCLOSU	237.00
			72WX24DX29-1 /2H CRED W/T	842.00
			10500 SERIES BOOKCASE 5 S	2,565.00
			10500 SERIES 36WX24DX66-5	1,113.00
			510 SERIES 4 DRAWER LEGAL	1,029.00
			10500 SERIES LAT FILE 4 D	1,052.50
			10500 SERIES CRED SHELL 6	340.50
			10500 SERIES BRIDGE 42WX2	175.00
			10500 SERIESMOBILE FULL H	427.00
			10500 SERIES FLOORSTNDING	343.00
			10500 SERIES TCKBD FOR 72	301.00
			72WX24DX29-1/2H CRED W/TW	861.00
			24 COMPARTMENT LITERATURE	379.00
			TASKLIGHT 60 W	270.00
			72 COMPARTMENT LITERATURE	653.88
V1515664	04/30/2021	87401	ERC ENVIRONMENTAL & CONST SERV INC	149,030.16
			ABATEMENT/REPLACE HVAC UN	25,227.04
			FOR THE ELEVATOR MODERNIZ	61,768.02
			FOR THE ELEVATOR MODERNIZ	62,035.10

Number of checks in fund 6951 - CAPITAL PROJ LOCAL FUNDS: **3** Amount total: **184,342.54**

Fund: 6961 - LA PORTE HS CONSTRUCTION

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515420	04/16/2021	87675	SWART ARCHITECTS INC	9,898.00
			AMENDED ARCHITECT FEE: 7.	
1515534	04/23/2021	88594	NASH INDUSTRIES INC	59,268.59
			RENOVATIONS TO THE EXISTI	
V1515287	04/01/2021	47923	QSS, L.C	23,302.02
			REPLACING THE CAMERA, FIR	

Number of checks in fund 6961 - LA PORTE HS CONSTRUCTION: **3** Amount total: **92,468.61**

Fund: 7111 - CHOICE PARTNERS

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515233	04/01/2021	32350	HOUSTON CHRONICLE	989.02
			ADVERTISING RFPS IN THE H	304.70
			ADVERTISING RFPS IN THE H	401.90
			ADVERTISING RFPS IN THE H	282.42
1515262	04/01/2021	60940	UNITED PARCEL SERVICE	176.97
			POSTAGE	
1515324	04/09/2021	60940	UNITED PARCEL SERVICE	38.98
			POSTAGE	
1515330	04/09/2021	61927	VERIZON WIRELESS	310.39
			VERIZON 030821-040721	
1515332	04/09/2021	87489	DAHILL OFFICE TECHNOLOGY CORP	149.84
			MARCH LEASE	
1515397	04/16/2021	18165	CDW GOVERNMENT INC	673.66
			NVDIA QUADRO P620 - GRAPH	182.79
			LENOVO THINKVISION T24I-2	463.34
			TRIPP LITE MINI DISPLAYPO	27.53

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Fund: 7111 - CHOICE PARTNERS

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515425	04/16/2021	60940	UNITED PARCEL SERVICE POSTAGE	39.91
1515500	04/23/2021	82465	ADMINISTRATIVE CONSULTING JUL20-DEC20 ADVERTIS	390.00
1515598	04/30/2021	18165	CDW GOVERNMENT INC EREPLACEMENTS - PROJECTOR	226.78
1515613	04/30/2021	32350	HOUSTON CHRONICLE ADVERTISING RFPS IN THE H ADVERTISING RFPS IN THE H	750.88 322.52 428.36
1515619	04/30/2021	34705	J HARDING & CO NIKE LADIES DRI-FIT HEX T PORT AUTHORITY® LADIES CO OGIO® - CRUSH HENLEY LOG1 NIKE LADIES LONG SLEEVE D NIKE LADIES DRI-FIT MICRO NIKE GOLF LADIES DRI-FIT	290.00 60.00 31.00 49.00 60.00 45.00 45.00
1515638	04/30/2021	82243	REGION VI 2021 SUMMER LEADERSHIP CO	1,500.00
V1515276	04/01/2021	85947	F&S CALHOUN CONSULTING INC FIELD REPRESENTATIVE DAIL	1,300.00
V1515277	04/01/2021	87910	ANN MARIE HARBOUR FIELD REPRESENTATIVE DAIL FI8ELD REPRESENTATIVE REI	1,668.56 1,575.00 93.56
V1515349	04/09/2021	85947	F&S CALHOUN CONSULTING INC FIELD REPRESENTATIVE DAIL	1,300.00
V1515354	04/09/2021	87910	ANN MARIE HARBOUR FIELD REPRESENTATIVE DAIL FI8ELD REPRESENTATIVE REI	1,433.60 1,400.00 33.60
V1515454	04/16/2021	85947	F&S CALHOUN CONSULTING INC FIELD REPRESENTATIVE DAIL	1,300.00
V1515459	04/16/2021	87910	ANN MARIE HARBOUR FIELD REPRESENTATIVE DAIL FI8ELD REPRESENTATIVE REI	1,472.06 1,400.00 72.06
V1515561	04/23/2021	85947	F&S CALHOUN CONSULTING INC FIELD REPRESENTATIVE DAIL	1,300.00
V1515563	04/23/2021	87910	ANN MARIE HARBOUR FI8ELD REPRESENTATIVE REI FIELD REPRESENTATIVE DAIL	1,480.26 80.26 1,400.00
V1515667	04/30/2021	85947	F&S CALHOUN CONSULTING INC FIELD REPRESENTATIVE DAIL	1,300.00
V1515671	04/30/2021	87910	ANN MARIE HARBOUR FIELD REPRESENTATIVE DAIL FI8ELD REPRESENTATIVE REI	1,543.92 1,400.00 143.92

Number of checks in fund 7111 - CHOICE PARTNERS: **22**

Amount total: **19,634.83**

Fund: 7991 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515212	04/01/2021	18165	CDW GOVERNMENT INC PRINTER FOR ANDREA MENDEZ	322.42
1515213	04/01/2021	18491	CENTERPOINT ENERGY GAS 021921-031721 GAS 021021-031121	316.79 34.27 282.52

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Fund: 7991 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515224	04/01/2021	26235	FOSTER FENCE LTD INSTALL 1-26' X 4' GALVAN	2,378.00
1515226	04/01/2021	88399	FRANCOTYP-POSTALIA INC 032321 POSTAGE MACHI	656.00
1515229	04/01/2021	85932	EMCOR GOWAN INC PA2021-0522 DRAIN LIN	768.00
1515232	04/01/2021	88722	HIGH POINT PT QUARTER VAC BAGS 10/PK	668.40
1515234	04/01/2021	33040	CITY OF HOUSTON WATER	1,894.18
			WATER 022121-031821	16.44
			WATER 022621-032221	23.94
			WATER 022121-031821	148.90
			WATER 022121-031821	29.65
			WATER 022121-031821	128.51
			WATER 022021-031821	267.56
			WATER 022121-031821	1,142.28
			WATER 022021-031821	16.44
			WATER 022021-031821	120.46
1515246	04/01/2021	82060	METROPOLITAN LANDSCAPE MGMT INC PROVIDE 8 NEW 3 GALLON LO	960.00
1515262	04/01/2021	60940	UNITED PARCEL SERVICE POSTAGE	30.90
			POSTAGE	15.45
			POSTAGE	15.45
1515296	04/09/2021	18491	CENTERPOINT ENERGY GAS 022621-032621	1,197.93
			GAS 122621-032621	24.69
			GAS 022621-032621	1,147.25
			GAS 022621-032621	25.99
1515303	04/09/2021	88574	EXECU TEAM STAFFING TEMP SERVICES	617.92
1515304	04/09/2021	26235	FOSTER FENCE LTD INSTALL LIFTMASTER WIRELE	1,465.00
			RECONNECT THE EXISTING CH	965.00
				500.00
1515307	04/09/2021	29829	HARRIS COUNTY MUD #5 WATER 022221-032021	120.35
1515310	04/09/2021	33040	CITY OF HOUSTON WATER	389.37
			WATER 022121-032221	39.16
			WATER 022421-032521	49.46
			GAS 022621-033021	172.24
			WATER 022421-032521	128.51

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Fund: 7991 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515316	04/09/2021	82060	METROPOLITAN LANDSCAPE MGMT INC	10,698.24
			MONTHLY LAWN MAINTENANCE	94.95
			MONTHLY LAWN MAINTENANCE	689.15
			MONTHLY LAWN MAINTENANCE	228.20
			MONTHLY LAWN MAINTENANCE	228.20
			MONTHLY LAWN MAINTENANCE	679.35
			MONTHLY LAWN MAINTENANCE	346.50
			MONTHLY LAWN MAINTENANCE	785.83
			MONTHLY LAWN MAINTENANCE	820.83
			MONTHLY LAWN MAINTENANCE	190.00
			MONTHLY LAWN MAINTENANCE	1,133.00
			MONTHLY LAWN MAINTENANCE	119.88
			MONTHLY LAWN MAINTENANCE	679.35
			MONTHLY LAWN MAINTENANCE	119.88
			MONTHLY LAWN MAINTENANCE	119.88
			MONTHLY LAWN MAINTENANCE	155.75
			MONTHLY LAWN MAINTENANCE	156.63
			MONTHLY LAWN MAINTENANCE	467.25
			MONTHLY LAWN MAINTENANCE	237.29
			MONTHLY LAWN MAINTENANCE	456.40
			MONTHLY LAWN MAINTENANCE	820.58
			MONTHLY LAWN MAINTENANCE	222.95
			MONTHLY LAWN MAINTENANCE	103.25
			MONTHLY LAWN MAINTENANCE	206.50
			MONTHLY LAWN MAINTENANCE	995.05
			MONTHLY LAWN MAINTENANCE	123.38
			MONTHLY LAWN MAINTENANCE	157.50
			MONTHLY LAWN MAINTENANCE	119.88
			MONTHLY LAWN MAINTENANCE	240.83
1515318	04/09/2021	88760	POWERSECURE INC	11,968.95
			PA2021-0427 SERV CALL	675.00
			PA2021-0427 GENERATOR	4,478.98
			PA2021-0426 SERV CALL	5,550.37
			PA2021-0533 CHECK GEN	589.60
			PA2021-0533 MINOR PM	675.00
1515319	04/09/2021	50335	ROYALWOOD MUD	294.88
			WATER 021921-031821	69.24
			WATER 021921-031821	69.24
			WATER 021921-031821	82.04
			WATER 021921031821	74.36
1515324	04/09/2021	60940	UNITED PARCEL SERVICE	15.45
			POSTAGE	
1515330	04/09/2021	61927	VERIZON WIRELESS	3,795.00
			VERIZON 030821-040721	49.01
			VERIZON 030821-040721	98.02
			VERIZON 030821-040721	114.33
			VERIZON 030821-040721	397.96
			VERIZON 030821-040721	38.11
			VERIZON 030821-040721	169.24
			VERIZON 030821-040721	762.05
			VERIZON 030821-040721	85.71
			VERIZON 030821-040721	133.90
			VERIZON 030821-040721	1,946.67

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Fund: 7991 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515331	04/09/2021	62751	WASTE MANAGEMENT	2,720.69
			TRASH PICK709MELBOURN	400.40
			MARCH21 TRASH PICK-UP	253.31
			MARCH21 TRASH PICK-UP	234.17
			MARCH21 TRASH PICK-UP	562.90
			MARCH21 TRASH PICK-UP	168.87
			MARCH21 TRASH PICK-UP	112.58
			APR 21 TRASH PICK-UP	562.90
			MARCH21 TRASH PICK-UP	168.87
			MARCH21 TRASH PICK-UP	168.87
			APR 21 TRASH PICK-UP	87.82
1515332	04/09/2021	87489	DAHILL OFFICE TECHNOLOGY CORP	200.42
			MARCH LEASE	149.84
			MARCH LEASE	25.29
			MARCH LEASE	25.29
1515394	04/16/2021	87542	ALWAYS IN SEASON, INC	216.35
			APR 21 PLANT MAINTEN	62.64
			APR 21 PLANT MAINTEN	153.71
1515398	04/16/2021	18491	CENTERPOINT ENERGY	44.29
			GAS 030321-033121	
1515425	04/16/2021	60940	UNITED PARCEL SERVICE	15.45
			POSTAGE	
1515501	04/23/2021	88663	ADVENTURE EXPERIENCES LLC	804.00
			MIS OPERATING EXP	104.00
			INSPECTION 35022ANNUA	700.00
1515502	04/23/2021	87542	ALWAYS IN SEASON, INC	533.32
			PLANT SERVI DEC20	266.66
			PLANT SERVI FEB21	266.66
1515504	04/23/2021	86282	ATLAS UNIVERSAL INC	5,849.07
			PRESSURE WAS (18) AREA W	
1515507	04/23/2021	18491	CENTERPOINT ENERGY	224.88
			GAS 030821-040621	111.42
			GAS 030121-040821	22.88
			GAS 031121-040921	90.58
1515513	04/23/2021	88574	EXECU TEAM STAFFING	772.40
			ADDETTE ARDOIN TEMP	
1515516	04/23/2021	88399	FRANCOTYP-POSTALIA INC	207.00
			MONTHLY POSTAGE MACHINE F	
1515520	04/23/2021	29917	HARRIS COUNTY TOLL ROAD AUTHORITY	499.34
			OPEN PURCHASE ORDER FOR H	
1515525	04/23/2021	33040	CITY OF HOUSTON WATER	228.46
			WATER 041421	
1515532	04/23/2021	82060	METROPOLITAN LANDSCAPE MGMT INC	8,010.00
			COURTYARD AREA LANDSCAPE	3,520.00
			UPGRADE TO SCIENCE LAB EX	4,490.00
1515533	04/23/2021	86248	MILLENNIUM PROJECT SOLUTIONS, INC.	1,993.59
			REMOVE EXITSING POLE LIGH	
1515536	04/23/2021	45846	VIRGINIA E PEGUERO	3,375.49
			MAY21 RENT 6311 IRVIN	

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Fund: 7991 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
1515546	04/23/2021	59870	THYSSENKRUPP ELEVATOR CORP	5,533.52
			APR21 MAINTENANCE	358.22
			APR21 MAINTENANCE	275.62
			MAR21 MAINTENANCE	275.62
			MAR21 MAINTENANCE	1,397.97
			APR21 MAINTENANCE	1,397.97
			MAR21 MAINTENANCE	358.22
			APR21 MAINTENANCE	606.99
			MAR21 MAINTENANCE	606.99
			APR21 MAINTENANCE	255.92
1515548	04/23/2021	60940	UNITED PARCEL SERVICE	15.45
			POSTAGE	
1515598	04/30/2021	18165	CDW GOVERNMENT INC	1,487.20
			LENOVO THINKSTATION P340-	1,469.25
			CDW-AUTOPILOT BASE DEPLOY	17.95
1515603	04/30/2021	84834	DIGITAL AIR CONTROL INC.	165.00
			PA2021-0578 SERV CALL	
1515608	04/30/2021	88281	FIRE SAFE PROTECTION SERVICES LP	3,040.84
			SERVICE BUSTED PIPES	
1515609	04/30/2021	26235	FOSTER FENCE LTD	1,900.00
			REMOVE AND REINSTALL OPER	
1515614	04/30/2021	33040	CITY OF HOUSTON WATER	292.98
			WATER 031621-041221	
1515624	04/30/2021	88033	LETSOS COMPANY	324.96
			SERVICE CALL FOR PIPE	
1515643	04/30/2021	87600	SWG H LLC	964.00
			PA2021-0622 WINDOW UN	
1515648	04/30/2021	60940	UNITED PARCEL SERVICE	15.45
			POSTAGE	
1515651	04/30/2021	62751	WASTE MANAGEMENT	889.20
			TRASH PK709MELPA0600	400.40
			CONTR M&R 6515 IRVING	400.40
			TRASH PK709 MELPA0599	88.40

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Fund: 7991 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515281	04/01/2021	31720	COPESAN SERVICES INC	2,038.24
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	77.75
			MONTHLY PEST CONTROL SERV	31.24
			MONTHLY PEST CONTROL SERV	36.25
			MONTHLY PEST CONTROL SERV	40.00
			MONTHLY PEST CONTROL SERV	77.25
			MONTHLY PEST CONTROL SERV	232.75
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	15.75
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	31.25
			MONTHLY PEST CONTROL SERV	67.25
			MONTHLY PEST CONTROL SERV	66.00
			MONTHLY PEST CONTROL SERV	30.00
			MONTHLY PEST CONTROL SERV	63.25
			MONTHLY PEST CONTROL SERV	77.25
			MONTHLY PEST CONTROL SERV	125.00
			MONTHLY PEST CONTROL SERV	35.00
			MONTHLY PEST CONTROL SERV	41.50
			MONTHLY PEST CONTROL SERV	41.50
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	67.25
			MONTHLY PEST CONTROL SERV	77.75
			MONTHLY PEST CONTROL SERV	36.25
			MONTHLY PEST CONTROL SERV	232.75
			MONTHLY PEST CONTROL SERV	46.75
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	15.75
			MONTHLY PEST CONTROL SERV	15.75
			MONTHLY PEST CONTROL SERV	31.25
			MONTHLY PEST CONTROL SERV	60.00
			MONTHLY PEST CONTROL SERV	90.00
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	15.75
			MONTHLY PEST CONTROL SERV	26.00
V1515287	04/01/2021	47923	QSS, L.C	85.00
			PA2021-0508 SRVC CALL	
V1515350	04/09/2021	83350	WRIGHT EXPRESS FINANCIAL SVC CORP GAS 033121	1,526.31

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Fund: 7991 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515357	04/09/2021	31720	COPELAN SERVICES INC	3,572.24
			POWERSPRA PA2021-0506	300.00
			POWERSPRA PA2021-0506	340.00
			MONTHLY PEST CONTROL AT B	41.50
			MONTHLY PEST CONTROL AT B	41.50
			MONTHLY PEST CONTROL AT C	20.00
			MONTHLY PEST CONTROL AT C	41.50
			MONTHLY PEST CONTROL AT P	31.24
			MONTHLY PEST CONTROL AT P	46.75
			POWERSPRAY CRAZY ANTS	340.00
			POWERSPRA PA2021-0506	420.00
			MONTHLY PEST CONTROL AT B	65.00
			MONTHLY PEST CONTROL AT B	65.00
			MONTHLY PEST CONTROL AT C	60.00
			MONTHLY PEST CONTROL AT F	41.50
			MONTHLY PEST CONTROL AT F	46.75
			ADDITIONAL PEST CONTROL W	118.00
			ADDITIONAL PEST CONTROL W	220.00
			MONTHLY PEST CONTROL AT	49.25
			MONTHLY PEST CONTROL AT	49.25
			MONTHLY PEST CONTROL AT L	41.50
			MONTHLY PEST CONTROL AT L	41.50
			POWERSPRA PA2021-0506	300.00
			TREATMENT PA2021-0507	310.25
			MONTHLY PEST CONTROL AT B	65.00
			MONTHLY PEST CONTROL AT B	65.00
			MONTHLY PEST CONTROL AT J	41.50
			MONTHLY PEST CONTROL AT J	60.00
			QUARTERLY POWERSPRAY FOR	310.25
V1515377	04/09/2021	47923	QSS, L.C	7,271.93
			MONTHLY MONITORING SERVIC	1,672.08
			MONTHLY MONITORING SERVIC	442.66
			MONTHLY MONITORING SERVIC	411.78
			MONTHLY MONITORING SERVIC	210.76
			MONTHLY MONITORING SERVIC	344.95
			MONTHLY MONITORING SERVIC	203.26
			MONTHLY MONITORING SERVIC	1,540.94
			MONTHLY MONITORING SERVIC	551.78
			MONTHLY MONITORING SERVIC	393.60
			MONTHLY MONITORING SERVIC	271.30
			MONTHLY MONITORING SERVIC	353.91
			MONTHLY MONITORING SERVIC	407.24
			MONTHLY MONITORING SERVIC	170.64
			MONTHLY MONITORING SERVIC	297.03
V1515453	04/16/2021	85264	EXECUTIVE THREAT SOLUTIONS LLC	364.00
			FIRE WATCH BAYTOWNHS	
V1515464	04/16/2021	31720	COPELAN SERVICES INC	178.50
			MONTHLY PEST CONTROL AT S	41.50
			ADDITIONAL PEST CONTROL W	20.00
			MONTHLY PEST CONTROL SERV	57.00
			MONTHLY PEST CONTROL AT S	60.00
V1515482	04/16/2021	46604	THOMAS W PLAPP	64.96
			MARCH MILEAGE	

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Fund: 7991 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V1515560	04/23/2021	85264	EXECUTIVE THREAT SOLUTIONS LLC FIRE WATCH BAYTOWN HS	5,174.00
V1515566	04/23/2021	31720	COPELAN SERVICES INC MONTHLY PEST CONTROL SERV	1,164.19
			MONTHLY PEST CONTROL SERV	77.75
			MONTHLY PEST CONTROL SERV	15.75
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	31.24
			MONTHLY PEST CONTROL SERV	40.00
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL SERV	26.00
			MONTHLY PEST CONTROL AT B	65.00
			MONTHLY PEST CONTROL AT C	41.50
			MONTHLY PEST CONTROL SERV	67.25
			MONTHLY PEST CONTROL SERV	15.75
			MONTHLY PEST CONTROL AT F	41.50
			MONTHLY PEST CONTROL AT F	46.75
			MONTHLY PEST CONTROL AT	150.00
			MONTHLY PEST CONTROL AT J	60.00
			MONTHLY PEST CONTROL AT P	31.24
			MONTHLY PEST CONTROL AT P	46.75
			MONTHLY PEST CONTROL AT S	41.50
			ADDITIONAL PEST CONTROL W	60.00
			MONTHLY PEST CONTROL AT	48.71
			MONTHLY PEST CONTROL AT J	41.50
			ADDITIONAL PEST CONTROL W	20.00
			ADDITIONAL PEST CONTROL W	118.00
V1515574	04/23/2021	47923	QSS, L.C MONTHLY MONITORING SERVIC	1,026.24
			PA2021-0573 SPECIAL T	21.00
			PA2021-0573 APR21	213.56
			PA2021-0573 MAR21	246.82
			PA2021-0573 MAR21	238.51
			MONTHLY MONITORING SERVIC	306.35
V1515575	04/23/2021	53379	DS WATERS OF AMERICA INC	463.75
			MONTHLY WATER SERVICE FOR	228.80
			MONTHLY WATER SERVICE FOR	234.95
V1515666	04/30/2021	85264	EXECUTIVE THREAT SOLUTIONS LLC	18,048.00
			SECURITY 3/8-3/28/21	4,680.00
			SECURITY 3/29-4/11/21	4,320.00
			SECURITY 3/29-4/11/21	4,248.00
			SECURITY 3/8-3/28/21	4,800.00
V1515673	04/30/2021	31720	COPELAN SERVICES INC	106.50
			MONTHLY PEST CONTROL AT B	41.50
			MONTHLY PEST CONTROL AT B	65.00
V1515679	04/30/2021	47923	QSS, L.C PA2021-0571 DAMAGE LE	6,505.00
			PA2021-0595 CAMERA FO	3,180.00
			REPLACE DAMAGED/LEAKING 6	45.00
				3,280.00
V1515681	04/30/2021	84446	ALBERT V VALADEZ MARCH MILEAGE	470.18

Number of checks in fund 7991 - ISF-FACILITIES: 62

Amount total: **126,940.17**

Check Register

Fiscal Year: 21

Period: 8

Total number of checks in report: **471**

Amount total: **2,635,735.56**

SUNGARD PENTAMATION
DATE: 05/10/2021
TIME: 16:10:39

HARRIS COUNTY DEPARTMENT OF EDUCATION
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1
ACCTPA21
ACCOUNTING PERIOD: 9/21

SELECTION CRITERIA: chkstat.rundate between '20210401 00:00:00.000' and '20210430 00:00:00.000' and chkstat.chk_status='V'

DISTRIBUTION FUND: 1991

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1515328	04/09/2021	VERIZON WIRELESS	V	0.00	VOID: MULTI STUB CHECK
1515329	04/09/2021	VERIZON WIRELESS	V	0.00	VOID: MULTI STUB CHECK
*V1515280	04/01/2021	COPESAN SERVICES INC	V	0.00	VOID: MULTI STUB VOUCHER
*V1515337	04/09/2021	MILK PRODUCTS LLC	V	0.00	VOID: MULTI STUB VOUCHER
*V1515338	04/09/2021	MILK PRODUCTS LLC	V	0.00	VOID: MULTI STUB VOUCHER
*V1515356	04/09/2021	COPESAN SERVICES INC	V	0.00	VOID: MULTI STUB VOUCHER
*V1515565	04/23/2021	COPESAN SERVICES INC	V	0.00	VOID: MULTI STUB VOUCHER
*V1515660	04/30/2021	MILK PRODUCTS LLC	V	0.00	VOID: MULTI STUB VOUCHER
*V1515661	04/30/2021	MILK PRODUCTS LLC	V	0.00	VOID: MULTI STUB VOUCHER
TOTAL FUND				0.00	
TOTAL REPORT				0.00	

FUND SUMMARY FOR BOARD CHECK REGISTER

Fiscal Year: 21 Period: 8

<u>fund starts with</u>	<u>sum of checks</u>	<u>check count</u>
1	652,392.94	262
2	577,633.38	142
4	94,236.43	12
6	1,164,897.81	11
7	146,575.00	78
<hr/>		
Total:	2,635,735.56	471

Regular Board Meeting

6.A.2.

Meeting Date: May 19, 2021

Title: Budget Amendment Report

Submitted For: Jesus Amezcua, Business Office

Submitted By: Stephanie Ritchie

Additional Resource Personnel: Stephanie Barnett

Personnel:

Information

Posted Agenda Item:

Monthly Budget Amendment Report

Subject:

Budget Amendment Report for May 2021

Rationale:

Amendments that increase/decrease a program budget must be approved by the board.

Attachments

No file(s) attached.

Form Review

Inbox

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 05/03/2021

Reviewed By

Jesus Amezcua

Date

05/03/2021 11:08 PM

Started On: 04/23/2021 08:50 AM

Report will be provided separately.

Regular Board Meeting

6.A.3.

Meeting Date: May 19, 2021

Title: Approval of Investment Report

Submitted For: Jesus Amezcua, Business Office

Submitted By: Stephanie Ritchie

Additional Resource Personnel: Stephanie Barnett

Information

Posted Agenda Item:

Monthly Investment Report for April 2021

Subject:

Consider approval of Investment report dated April 2021

Rationale:

In accordance with Texas Government Code, Section 2256, Public Funds Investment Act, HCDE has adopted written investment policy, CDA (LEGAL) and CDA (LOCAL) Other Revenues: Investments requiring the investment officers to prepare and submit a written report of investment transactions for the preceding reporting period to the Board of Trustees.

The attached report is for the time period April 2021.

Attachments

No file(s) attached.

Form Review

Inbox

Assistant Superintendent - Business
Form Started By: Stephanie Ritchie
Final Approval Date: 05/03/2021

Reviewed By

Jesus Amezcua

Date

05/03/2021 11:08 PM
Started On: 04/23/2021 08:50 AM

Report will be provided separately.

Minutes

**HARRIS COUNTY DEPARTMENT OF EDUCATION
6300 IRVINGTON BOULEVARD
HOUSTON, TEXAS 77022**

The Harris County Board of School Trustees Audit Committee met in a Committee Meeting on April 14, 2021, in room 400A, 6300 Irvington Boulevard, Houston, Texas. The meeting was called to order at 12:08 p.m. and declared that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

Board Members Present:	Richard Cantu; Andrea Duhon; and Amy Hinojosa
Board Members Absent:	Eric Dick, Board President; Danny Norris, Board Vice-President; David Brown; and Erica Davis
Administration:	James Colbert, Jr., County School Superintendent; Jesus Amezcua, CPA, Assistant Superintendent for Business Services
Board Attorney:	Sarah Langlois
Visitors:	None
Purpose:	The Board Audit Committee met to discuss and review RFQ # 21/028YR for audit firms and the business of that committee. No action was taken.
Adjourn:	The meeting adjourned at 12:58 p.m.

Board President

Board Secretary

**HARRIS COUNTY DEPARTMENT OF EDUCATION
6300 IRVINGTON BOULEVARD
HOUSTON, TEXAS 77022**

The Harris County Board of School Trustees Government Relations Committee met in a Committee Meeting on April 21, 2021, in room 501, 6300 Irvington Boulevard, Houston, Texas. The meeting was called to order at 12:08 p.m. and declared that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

Board Members Present:	Eric Dick, Board President; Danny Norris, Board Vice-President; Richard Cantu; Erica Davis; and Andrea Duhon
Board Members Absent:	David Brown; and Amy Hinojosa
Administration:	James Colbert, Jr., County School Superintendent; Danielle Bartz, Chief of Staff
Board Attorney:	Sarah Langlois
Visitors:	None
Purpose:	The Board Government Relations Committee met to discuss the 87 th Legislative Session; the City of Houston and Harris County Covid Recovery Partnership possibilities and the business of that committee. No action was taken.
Adjourn:	Motion to adjourn was made by Danny Norris, seconded by Richard Cantu. Motion to adjourn passes with 5-0 voting to adjourn. The meeting adjourned at 1:00 p.m.

Board President

Board Secretary

**HARRIS COUNTY DEPARTMENT OF EDUCATION
6300 IRVINGTON BOULEVARD
HOUSTON, TEXAS 77022**

The Harris County Board of School Trustees Board Hiring Committee met in a Committee Meeting on April 30, 2021, in room 400A, 6300 Irvington Boulevard, Houston, Texas. The meeting was called to order at 10:20 a.m. and declared that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

Board Members Present:	Danny Norris, Board Vice-President; Richard Cantu; and Andrea Duhon
Board Members Absent:	Eric Dick, Board President; David Brown; Erica Davis; and Amy Hinojosa
Administration:	James Colbert, Jr., County School Superintendent; Natasha Truitt, Senior Director Human Resources
Visitors:	None
Purpose:	The Board Hiring Committee met to discuss the hiring process for the board secretary position; to identify candidates; to develop interview questions and to conduct the business of that committee. No action was taken.
Adjourn:	The meeting adjourned at 11:44 a.m.

Board President

Board Secretary

**Harris County Department of Education
Minutes of Regular Board Meeting
April 21, 2021**

The Harris County Board of School Trustees met in regular session on April 21, 2021 in the Board Room, at 6300 Irvington Boulevard, Houston, Texas. Eric Dick, Board President, called the meeting to order at 1:13 p.m. and declared a quorum present, that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

Board Members Present: Eric Dick, Board President; Danny Norris, Board Vice President; David Brown; Richard Cantu; Erica Davis; Andrea Duhon; and Amy Hinojosa

Board Members Absent: None

Board Attorney: Sarah Langlois

Administration: James Colbert, Jr., County School Superintendent; Jesus Amezcua, CPA, Assistant Superintendent for Business Services; Jonathan Parker, Assistant Superintendent for Academic Support; and CJ Rodgers, Assistant Superintendent for Education and Enrichment

Julia Andrews, Director Center for Safe and Secure Schools; Danielle Bartz, Chief of Staff; Joe Carreon, Director Facilities Construction; Lisa Caruthers, Director CASE for Kids; Danielle Clark, Chief Communications Officer; Jeff Drury, Director Choice Partners Cooperative; Charles Ned, Senior Director Schools Division; Venetia Peacock, Senior Director Head Start; Stephanie Ross, Director Adult Education; Natasha Truitt, Executive Director Human Resources; Rich Vela, Senior Director

Visitors: Dan Waldrop, LAN; JP Grom, LAN

1. **Invocation** - Donald Mims, Records Management
2. **Pledge of Allegiance to the US flag** - James Stancill, Head Start
3. **Pledge of Allegiance to the Texas flag** - James Stancill, Head Start
4. **Open Forum** - Gov't Code 551.003 (5) - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.
No one from the public requested to address the Board.
5. **Reports and presentations:**
 - A. **Superintendent Monthly Report** – Superintendent James Colbert, Jr. reported on the initiation of HCDE’s yearly budget process. He discussed the informational mailer being sent to Harris County residents emphasizing the Adult Education and Schools Divisions.
 - B. **Annual Division Update on Head Start** - Venetia Peacock, Senior Director
 - C. **Annual Division Update on Records Management** - Curtis Davis, Director
 - D. **Reports of Board Committees** - Committee Chairs
No committee reports were presented.
 - E. **Other reports from Board members** concerning attendance or participation in a board or HCDE-related conference, event, activity, or committee; accolades for an HCDE staff member or other deserving person.
No other reports from Board members were presented.
 - F. **Monthly Financial Reports through 03/31/2021** - Jesus Amezcua, Assistant Superintendent for Business Services

The administration requested to remove item 6.A.2. from the consensus agenda.

Andrea Duhon requested to remove items 6.E.12., 6.E.13., 6.E.14. and 6.E.15. from the consensus agenda.

Richard Cantu requested to remove items 6.D.1., 6.D.2., 6.D.3. and 6.F.1. and 6.F.2. from the consensus agenda.

Motion made by Danny Norris, seconded by Amy Hinojosa to approve the remaining agenda items with the exception of 6.A.2., 6.D.1., 6.D.2., 6.D.3., 6.E.12., 6.E.13., 6.E.14., 6.E.15., 6.F.1. and 6.F.2.

Motion passes with 7-0 voting to approve all remaining items in the consensus agenda with the exception of 6.A.2., 6.D.1., 6.D.2., 6.D.3., 6.E.12., 6.E.13., 6.E.14., 6.E.15., 6.F.1. and 6.F.2.

6. **ACTION ITEMS - CONSENSUS**

A. Consider approval of the following Business Services items:

1. Monthly Disbursement Report
3. Monthly Investment Report for March 2021

B. Consider approval of the following Board Meeting Minutes:

1. 02/10/2021 Board Workshop
2. 02/22/2021 Board Workshop
3. 03/03/2021 Board Workshop
4. 03/03/2021 Board Meeting
5. 03/12/2021 Board Workshop Retreat Meeting
6. 03/25/2021 Special Board Meeting
7. 04/07/2021 Board Secretary Hiring Committee

C. Consider acceptance of the following grant awards/requests:

1. **Consider approval for HCDE Head Start to submit a grant request for the 2021 Cost-of-Living Adjustment (COLA) Funds** in the amount of \$27,390 for the project period of 09/01/2021 - 08/31/2022 (fully funded by Head Start funds)
2. **Consider approval for HCDE Head Start to submit a grant request for the 2021 Cost-of-Living Adjustment (COLA) Funds** in the amount of \$147,613 for the project period of 01/01/2021 - 12/31/2021 (fully funded by Head Start funds).
3. **Consider approval to submit a budget revision grant request application in the amount of \$326,133 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS) for Disaster Relief funds for the Coolwood Head Start Campus Project; award notice 06TD000058.**
4. **Consider approval to submit the Early Head Start-Child Care Partnerships Carryover Grant request in the amount of \$82,849** from Grant Number 06HP000311 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS).
5. **Consider approval to submit the Early Head Start-Child Care Partnerships 19-20 COVID-19 Carryover Grant request in the amount of \$53,987** from Grant Number 06HP000311 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS).

- E. Consider approval of the following items for the HCDE Choice Partners Cooperative:
1. **Consider approval of a Contract Renewal option for job no. 18/033KC for Drug & Alcohol Testing Services & Related Items with the following vendors:** DISA Global Solutions, Inc. dba DISA, Inc (fka Forward Edge, Inc.) (#18/033KC-01), and Pinnacle Medical Management (#18/033KC-02) for the period 05/21/2021 through 05/20/2022.
 2. **Consider approval of a Contract Renewal option for job no. 18/036MC for Mechanical, Electrical, Plumbing (MEP) and Related Items with the following vendors:** A/W Mechanical Services, LP (#18/036MC-01); CFI Mechanical, Inc. (#18/036MC-02); LECS, Ltd. (#18/036MC-05); Letsos Company (#18/036MC-06); Star Service, Inc. (#18/036MC-07), and TK Boilers, LLC dba Gulf Coast Boiler Service Company (#18/036MC-08) for the period 05/16/2021 through 05/15/2022.
 3. **Consider approval of a Contract Renewal option for job no. 19/025KD for Office Supplies with the following vendors:** Butler Business Products, LLC (#19/025KD-01); Challenge Office Products, Inc. (#19/025KD-04); Educator's Depot, Inc. (#19/025KD-05); Hallmark Office Products, Inc. (#19/025KD-06), Liberty Data Products, Inc. dba Liberty Office Products (#19/025KD-07); M.A.N.S. Distributors, Inc. (#19/025KD-08); School Specialty, Inc. (#19/025KD-10); E.A. Arredondo dba Standard Office Products (#19/025KD-11), and Tejas Office Products, Inc. (#19/025KD-12) for the period 05/15/2021 through 05/14/2022.
 4. **Consider approval of a Contract Renewal option for job no. 19/027MJ for Disaster Recovery Consultants with the following vendor:** Disaster Recovery Services, LLC (#19/027MJ-02) for the period 05/15/2021 through 05/14/2022.
 5. **Consider approval of a Contract Renewal option for job no. 19/033MJ for Furniture, Fixtures, Equipment (FFE) and Related Items with the following vendors:** A. Bargas & Associates, LLC (#19/033MJ-01); Butler Business Products, LLC (#19/033MJ-04); Carolina Biological Supply Company (#19/033MJ-05); Challenge Office Products, Inc. (#19/033MJ-06); Computer Comforts, Inc. (#19/033MJ-07); Educator's Depot, Inc. (#19/033MJ-08); Hallmark Office Products, Inc. (#19/033MJ-11); Kaplan Early Learning Company (#19/033MJ-12); Dannette Davis dba Kay Davis Associates, LLC (#19/033MJ-13); Lakeshore Equipment Company dba Lakeshore Learning Materials (#19/033MJ-14); Liberty Data Products, Inc. dba Liberty Office Products (#19/033MJ-15); Library Interiors of Texas, LLC (#19/033MJ-16); School Specialty, Inc. (#19/033MJ-18), and Tesco Industries, LLC (#19/033MJ-19) for the period 05/15/2021 through 05/14/2022.
 6. **Consider approval of a Contract Renewal option for job no. 19/036MR for JOC-IDIQ Heating, Ventilating, and Air Conditioning (HVAC) with the following vendors:** Haynes Mechanical Systems, Inc. (#19/036MR-02); HVAC Mechanical Services of Texas, Ltd. dba Hunton Services (#19/036MR-03), Lange Mechanical Services, L.P. (#19/036MR-04); and The Brandt Companies (#19/036MR-05) for the period 05/15/2021 through 05/14/2022.

7. **Consider approval of a Contract Renewal option for job no. 20/028MJ for Cleaning of Parking Lots, Exterior Buildings, Environmental Solutions and Related Services with the following vendors:** Ameri-Clean (#20/028MJ-01); ERC Environmental & Construction Services, Inc. dba ERC (#20/028MJ-02); Mid-Continental Restoration, Co. Inc. (#20/028MJ-03); Prestige Building Group, LLC (#20/028MJ-04), and Satco Services, Inc. dba Southern Care Sweeping and Paving Company (#20/028MJ-05) for the period 05/20/2021 through 05/19/2022.
8. **Consider approval of a Contract Renewal option for job no. 20/029MJ for Uniforms and Related Services with the following vendors:** Sonali Sheth dba Blue Ribbon Styles (#20/029MJ-01); Brandit, LLC (#20/029MJ-02); Buffalo Specialties, Inc. (#20/029MJ-03); Riddell/All American Sports, Corp. dba Riddell (#20/029MJ-04), and Stanbury Uniforms, LLC (#20/029MJ-05) for the period 05/20/2021 through 05/19/2022.
9. **Consider approval of a Contract Renewal option for job no. 20/030MR for Tree Trimming, Landscaping, Debris Removal and Related Services with the following vendors:** Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service (#20/030MR-01); Asplundh Tree Expert, LLC (#20/030MR-02); Metropolitan Landscape Management, Inc. (#20/030MR-03), and Yellowstone Landscape-Central, Inc. (#20/030MJ-04) for the period 05/20/2021 through 05/19/2022.
10. **Consider approval of a Contract Renewal option for job no. 20/031KN for Insurance and Third Party Administration Services with the following vendors:** Brown & Brown Lone Star Insurance Services dba Alamo Insurance Corp. (#20/031KN-01); Arthur J. Gallagher Risk Management Services, Inc. (#20/031KN-02); Financial Benefit Services, LLC (#20/031KN-03); First Financial Administrators, Inc. (#20/031KN-04), and Kean Financial Services, Inc. dba US Employee Benefits Services Group (#20/031KN-05) for the period 05/20/2021 through 05/19/2022.
11. **Consider approval of a Contract Renewal option for job no. 20/035MJ for Flags, Flag Poles, Accessories, and Related Items with the following vendor:** Eagle Flag Products, Inc. dba Eagle Mountain Flag & Flagpole (#20/035MJ-01) for the period 05/20/2021 through 05/19/2022.
16. **Consider approval of HCDE Interlocal Agreements with:** Texas State University System, Austin, Texas; Aledo ISD, Aledo, Texas; Bridge City ISD, Bridge City, Texas; Union Grove ISD, Gladewater, Texas (Signature Update Only); Como-Pickton CISD, Como, Texas; Seminole County Sheriff's Office, Sanford, Florida; Everett Community College, Everett, Washington (Signature Only); Delaware River Joint Toll Bridge Commission, Yardley, Pennsylvania; Wilson Elementary District #007, Phoenix, Arizona; Nadaburg Unified School District, Wittman, Arizona; Port of Texas City Security Council, Inc. (PTCSC), Texas City, Texas, and City of Sweeny, Sweeny, Texas.

6. F. Consider approval of the following items for Internal Purchasing:
3. **Consider approval of Contract Award for job no. 21/024IA District Assessment for the Center for Safe and Secure Schools with the following vendor:** Safer Schools Together (SST USA Inc) for the period of 05/01/2021 through 04/30/2022.

Items pulled from the consent agenda to be considered independently:

6. A. 2. **Consider approval of Monthly Budget Amendment Report**

Motion made by Danny Norris, seconded by Richard Cantu to approve the Budget Amendment Report and to accept the Head Start grant in the amount of \$6,113,791.00.

Motion passes with 7-0 voting to approve.

6. D. Consider ratification/approval of the following Interlocal Contracts:

1. **CASE for Kids (revenue agreement) with Harris County for the period of 04/22/2021 through 09/30/2021 in the amount up to \$712,250** for CASE for Kids to administer a grant program called "Harris County Connections" to support summer youth programming and camps.

Motion made by Richard Cantu, seconded by Danny Norris to approve the CASE for Kids (revenue agreement) with Harris County for the period of 04/22/2021 through 09/30/2021 in the amount up to \$712,250 for CASE for Kids to administer a grant program called "Harris County Connections" to support summer youth programming and camps.

Motion passes with 7-0 voting to approve.

2. **Ratification of Service Agreement (expenditure) with Boys and Girls Club Houston for Partnership Project grant award in the amount of \$40,000 to serve Havard Club and HoltHouse Club for a total of 200 students;** this grant award is in addition to a \$10,000 City Connections grant award for Ft. Bend Club serving 200 students in City Council District K for a total aggregate amount of \$50,000 with CASE for Kids.

Motion made by Richard Cantu, seconded by David Brown to ratify the Service Agreement (expenditure) with Boys and Girls Club Houston for Partnership Project grant award in the amount of \$40,000 to serve Havard Club and HoltHouse Club for a total of 200 students; this grant award is in addition to a \$10,000 City Connections grant award for Ft. Bend Club serving 200 students in City Council District K for a total aggregate amount of \$50,000 with CASE for Kids.

Motion passes with 7-0 voting to ratify.

3. **Ratification of Amendment #1 to Interlocal Contract (expenditure) contract with Houston ISD for FY21 CASE for Kids Partnership Project grant to increase award amount by \$64,100** to serve an additional 5 programs and an additional 795 students for an aggregate award total of \$161,100 for a total of 1,685 students served.

Motion made by Richard Cantu, seconded by Danny Norris to ratify Amendment #1 to Interlocal Contract (expenditure) contract with Houston ISD for FY21 CASE for Kids Partnership Project grant to increase award amount by \$64,100 to serve an additional 5 programs and an additional 795 students for an aggregate award total of \$161,100 for a total of 1,685 students served.

Motion passes with 7-0 voting to approve.

6. E. 12. **Consider approval to rescind Contract Award No. 21/020SG-02 for Early Childhood Supplies and Related items** to Alison's Trading Corp dba Alison's Montessori and Educational Materials, effective January 20, 2021 due to the vendor not accepting the standard terms and conditions.

Motion made by Andrea Duhon, seconded by Danny Norris to rescind Contract Award No. 21/020SG-02 for Early Childhood Supplies and Related items to Alison's Trading Corp dba Alison's Montessori and Educational Materials, effective January 20, 2021 due to the vendor not accepting the standard terms and conditions.

Friendly amendment by Andrea Duhon and Danny Norris to approve items 6.E.12., 6.E.13., 6.E.14., and 6.E.15.

Motion passes with 7-0 voting to approve items 6.E.12., 6.E.13., 6.E.14., and 6.E.15.

13. **Consider approval to rescind Contract Award No. 21/020SG-05 for Early Childhood Supplies and Related Items to Committee for Children**, effective January 20, 2021 due to the vendor not accepting the standard terms and conditions.
14. **Consider approval of Amendment #1 to Service Contract for job no. 18/034MR for Choice Contracted Services with Ann Marie Harbour** in the amount of \$33,000, including reimbursable expenses, for the period of 04/21/2021 through 08/31/2021. The total amount of this contract should not exceed \$75,000.
15. **Consider approval of Amendment #1 to Services Agreement for job no. 19/029KJ for Choice Partners Consulting Services with F&S Calhoun Consulting, Inc.** in the amount of \$24,500, including reimbursable expenses, for the period of 04/21/2021 through 08/31/2021. The total amount for this contract should not exceed \$64,000.

6. F. **Consider approval of the following items for Internal Purchasing:**

1. **Consider approval of Contract Award for job no. 21/026YR Contracted Services for Adult Education with the following proposer(s): Gail C. Stanford** for the period of 04/21/2021 through 04/20/2026 subject to annual appropriations of funding.

Motion made by Danny Norris, seconded by Richard Cantu to approve Contract Award for job no. 21/026YR Contracted Services for Adult Education with the following proposer(s): Gail C. Stanford for the period of 04/21/2021 through 04/20/2026 subject to annual appropriations of funding.

Friendly amendment by Danny Norris and Richard Cantu to approve items E.F.1. and E.F.2.

Motion passes with 7-0 voting to approve items E.F.1. and E.F.2.

2. **Consider approval of Contract Award for job no. 21/005IA-2 for CASE for Kids Content Area Services and Trainers with the following vendors:** Ben DeSoto; CHAT (Culture of Health-Advancing Together); and Training and Leadership Consulting for the period of 05/01/2021 through 04/30/2026.

7. **ACTION ITEMS - NON-CONSENSUS**

- A. **Consider approval of the 2021-2022 HCDE Work/Holiday Calendar**

Motion made by David Brown, seconded by Danny Norris to approve the 2021-2022 HCDE Work/Holiday Calendar.

Motion passes with 7-0 voting to approve.

- B. **Consider adoption of revised Board Operating Procedures**

Motion made by Danny Norris, seconded by David Brown to approve the revised Board Operating Procedures as revised in the meeting. On page 10, the HCDE organizational chart will be revised to show an additional line connecting the Board to the attorney.

Motion passes with 7-0 voting to approve the Board Operating Procedures as revised on April 21, 2021.

- C. **Consider approval of increasing the budget for Irvington Administration Building Renovation Project in the amount not to exceed \$2,600,000** (new revised total budget for the Irvington Administration Building Renovation Project will not exceed \$11,400,000).

Motion made by Danny Norris, seconded by Richard Cantu to approve increasing the budget for Irvington Administration Building Renovation Project in the amount not to exceed \$2,600,000 (new revised total budget for the Irvington Administration Building Renovation Project will not exceed \$11,400,000).

Andrea Duhon requested a breakdown of the 75% of the cost.

Danny Norris and Richard Cantu withdrew their motions for this item, and the agenda item will be considered after executive session.

- D. **Consider adoption of resolution concerning emergency administrative leave with pay in accordance with Policy DEA associated with Winter Storm Uri and its aftermath beginning 02/15/2021 and continuing through 02/22/2021.**

Motion made by Danny Norris, seconded by David Brown to adopt a resolution concerning emergency administrative leave with pay in accordance with Policy DEA associated with Winter Storm Uri and its aftermath beginning 02/15/2021 and continuing through 02/22/2021.

Motion passe with 7-0 voting to adopt.

- E. **Consider approval to renew the County School Trustees of Harris County, State of Texas' Assumed Name Records Certificate of Ownership for Incorporated Business or Profession filed with the County Clerk of Harris County** and delegate authority to the superintendent or his designee to execute and file the certificate and take any necessary action relating thereto (the name "Harris County Department of Education" is an assumed name and requires renewal and filing every 10 years).

Motion made by Danny Norris, seconded by David Brown to renew the County School Trustees of Harris County, State of Texas' Assumed Name Records Certificate of Ownership for Incorporated Business or Profession filed with the County Clerk of Harris County and delegate authority to the superintendent or his designee to execute and file the certificate and take any necessary action relating thereto (the name "Harris County Department of Education" is an assumed name and requires renewal and filing every 10 years).

Motion passes with 7-0 voting to approve.

- F. **Consider approval of the project delivery/contract method of Job Order Contracting and approval of the Job Order Contract for the water damage repairs at Sheffield Head Start due to winter storm URI** with Facilities Sources (Job No. 21/021MJ-19) in the total amount of \$288,054.97.

Motion made by David Brown, seconded by Danny Norris to approve the project delivery/contract method of Job Order Contracting and approval of the Job Order Contract for the water damage repairs at Sheffield Head Start due to winter storm URI with Facilities Sources (Job No. 21/021MJ-19) in the total amount of \$288,054.97.

Motion passes with 7-0 voting to approve.

- G. **Consider the approval for Change Order # 1 from the contract contingency in the amount of \$44,300 and change order # 2 in the amount of \$120,704.83 to the Nash Industries contract for renovations to the existing La Porte Head Start Campus.** (The renovation will be for mold remediation and build back. Funds will to be used from fund balance are \$120,704.83 and funds from contingency funds in the amount of \$44,300 in the Nash Industries contract. The total additional amount of the work to be performed is \$165,004.83).

Motion made by Danny Norris, seconded by David Brown to approve Change Order # 1 from the contract contingency in the amount of \$44,300 and change order # 2 in the amount of \$120,704.83 to the Nash Industries contract for renovations to the existing La Porte Head Start Campus. (The renovation will be for mold remediation and build back. Funds will to be used from fund balance are \$120,704.83 and funds from contingency funds in the amount of \$44,300 in the Nash Industries contract. The total additional amount of the work to be performed is \$165,004.83).

Motion passes with 7-0 voting to approve.

- H. **Consider approval of Amendment #1 to Services Agreement (expenditure) with EdOpp Solutions, LLC and the HCDE Adult Education Division for Educational and Vocational Training (Certificate programs: customer, administrative assistant and tech programs) services, beginning 07/01/2021 and ending 06/30/2021, in the amount of \$69,000 (increase from \$49,000).**

Motion made by Richard Cantu, seconded by David Brown to approve Amendment #1 to Services Agreement (expenditure) with EdOpp Solutions, LLC and the HCDE Adult Education Division for Educational and Vocational Training (Certificate programs: customer, administrative assistant and tech programs) services, beginning 07/01/2021 and ending 06/30/2021, in the amount of \$69,000 (increase from \$49,000).

Motion passes with 7-0 voting to approve.

- I. **Consider approval of Amendment #1 to Services Agreement (expenditure) with HTEC (Houston's Training and Education Center) and the HCDE Adult Education Division for Educational and Vocational Training (Business office specialist, Certified Phlebotomy Tech) services beginning 07/01/2020 and ending 06/30/2021, in the amount of \$69,000 (increase from \$49,000).**

Motion made by Richard Cantu, seconded by Erica Davis to approve Amendment #1 to Services Agreement (expenditure) with HTEC (Houston's Training and Education Center) and the HCDE Adult Education Division for Educational and Vocational Training (Business office specialist, Certified Phlebotomy Tech) services beginning 07/01/2020 and ending 06/30/2021, in the amount of \$69,000 (increase from \$49,000).

Motion passes with 7-0 voting to approve.

- J. **Consider approval of Amendment #1 to Services Agreement (expenditure) with Dean's Staff Solutions and the HCDE Adult Education Division for Educational and Vocational Training (Medical Assistant Pathway and Certified Phlebotomy Tech) services beginning 07/01/2020 and ending 06/30/2021, in the amount of \$69,000 (increase from \$49,000).**

Motion made by Danny Norris, seconded by Richard Cantu to approve Amendment #1 to Services Agreement (expenditure) with Dean's Staff Solutions and the HCDE Adult Education Division for Educational and Vocational Training (Medical Assistant Pathway and Certified Phlebotomy Tech) services beginning 07/01/2020 and ending 06/30/2021, in the amount of \$69,000 (increase from \$49,000).

Motion passes with 7-0 voting to approve.

- K. **Consider approval of a \$4,765,112 request to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS), for continued funding of HCDE Early Head Start – Child Care Partnerships grant for the 9/1/2021 to 8/31/2022 budget period.**

Motion made by David Brown, seconded by Danny Norris to approve a \$4,765,112 request to the U.S. Department of Health and Human Services (HHS),

Office of Head Start (OHS), for continued funding of HCDE Early Head Start – Child Care Partnerships grant for the 9/1/2021 to 8/31/2022 budget period.

Motion passes with 7-0 voting to approve.

- L. **Consider approval of an Interlocal Agreement (revenue) with Aldine ISD and the HCDE Center for Safe and Secure Schools Division for school safety audits over a three-year cycle** (April 26, 2021-June 10, 2023) in an amount not to exceed \$97,614, servicing 67,130 students.

Motion made by Danny Norris, seconded by Richard Cantu to approve an Interlocal Agreement (revenue) with Aldine ISD and the HCDE Center for Safe and Secure Schools Division for school safety audits over a three-year cycle (April 26, 2021-June 10, 2023) in an amount not to exceed \$97,614, servicing 67,130 students.

Motion passes with 6-0-1 voting to approve, with Erica Davis abstaining.

The Board entered into Executive Session at 3:00 p.m.

- 8. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074
 - A. **Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees, including HCDE principals.**
 - B. **Deliberate proposing suspension without pay, pending discharge and terminating probationary contract of employee and obtain legal advice regarding same.**

Amy Hinojosa left the meeting at 4:15 p.m. and did not return.

The Board entered into Open Session at 4:22 p.m.

- 9. **RECONVENE** for possible action on items discussed in executive session
- 7. C. **Consider approval of increasing the budget for Irvington Administration Building Renovation Project in the amount not to exceed \$2,600,000** (new revised total budget for the Irvington Administration Building Renovation Project will not exceed \$11,400,000).

Motion made by Richard Cantu, seconded by David Brown to approve increasing the budget for Irvington Administration Building Renovation Project in the amount not to exceed \$2,600,000 (new revised total budget for the Irvington Administration Building Renovation Project will not exceed \$11,400,000).

Motion passes with 6-0 voting to approve.

- 9. A. **Consider proposing suspension without pay, pending discharge, of a probationary contract employee for good cause as determined by the Board.**

No action was taken on this item.

- B. **Consider terminating probationary contract of employee at the end of the contract period in the best interest of the Department.**

No action was taken on this item.

10. **Discussion and possible action regarding future agenda items**

No future agenda items were requested by any board member.

11. **INFORMATION ITEMS**

A. **HR Information Items**

B. **Employee Count**

C. **Revenue contracts less than \$50,000 (Cumulative total \$211,570)**

- Between Teaching Learning Center and Varnett Charter School, "Just in Time Coaching", \$20,000.00
- Between Teaching Learning Center and New Caney ISD, "Magnet TEKS and Effective Planning Models", \$5,000.00
- Between Teaching Learning Center and New Caney ISD, "Improving Instructions", \$3,750.00
- Between Teaching Learning Center and Sheldon ISD, "Math Coaching for Teachers and Intervention", \$5,000.00
- Between Teaching Learning Center and Dickinson ISD, "Curriculum Writing", \$16,000.00
- Between Teaching Learning Center and Lamar CISD, "Build Your Bookshelf", \$6,500.00
- Between Teaching Learning Center and Goose Creek CISD, "Math Workshops for Teachers", \$4,500.00
- Between Teaching Learning Center and Lamar ISD, "Virtual Workshops K-12", \$22,00.00
- Between Teaching Learning Center New Caney ISD, "NCISD Power Up Conference", \$4,000.00
- Between School-Based Therapy Services and Stafford MSD, Therapy Services, \$8,676.00
- Between School-Based Therapy Services and Anahuac ISD, Therapy Services, \$7,980.00
- Between School-Based Therapy Services and Conroe ISD, Therapy Services, \$6,384.00
- Between School-Based Therapy Services and Lamar CISD, Therapy Services, \$17,024.00

- Between Records Management and Aldine ISD, Digital Images, \$35,000.00
 - Between Records Management and Vidor ISD, Digital Images, \$49,500.00
- D. **Submission of bid proposal to Harris County Early Childhood Impact Fund in the amount of \$4,960,385, over three years, to support Head Start's Early Childhood Academy.** Requested funds will cover expenses to create two new early childhood programs, personnel for the program, instruction to students, technical assistance and training, and assistance to students' families. The program will service 64 students and their families.
- E. **Submission of letter of inquiry to Braitmayer Foundation to support Education Certification and Advancement's Teacher Certification Program. Requested funds of \$34,250 would provide internal and external reviews of ECA online courses to meet new TEA requirements.**
- F. **Submission of a \$20,000 grant request to the Hogg Foundation for Mental Health to support HCDE Area I Head Start with implementing additional mental health support for students and families.** Funding would benefit 150 unduplicated students and families.
- G. **Acceptance of a one time grant award in the amount of \$20,000 from the HOGG Foundation for Mental Health** to support the Head Start Program Expansion of mental wellness services.
- H. **Submission of a \$5,000 grant request to ALDI to support HCDE Area I Head Start Garden Program** through food and nutrition education to teach the importance of healthy lifestyles to 1,066 students and their families at 14 centers.
- I. **Submission of a \$1,000 grant request to KidsGardening to support HCDE Area I Head Start Garden Program** in using food and nutrition education to teach the importance of healthy lifestyles to 1,066 students and their families at 14 centers.
- J. **Submission of grant proposal to Texas Workforce Commission in the amount of \$748,523 to implement a Career Pathway Professional Development Center for Adult Education programs statewide.** Requested funds will focus on professional development services for integrated education and training (IET) models.
- K. **Expenditure Interlocal contracts less than \$50,000**
- Between CASE and Pasadena ISD, "CASE for Kids Debates", \$8,000
 - Between CASE and Spring ISD, "CASE for Kids Debates", \$4,000.00
- L. **RFP 21/005IA (CASE for Kids Content Area Services and Trainers)** was awarded at the 01/20/2021 Board meeting for the period of 02/01/2021 through 01/31/2022, which was incorrect. The correct term should be 02/01/2021 through 01/31/2026.
- M. **Non-monetary contracts for FY 2021**
- Between Head Start and Legacy Community Health Services, Inc. -"To increase access to primary care" (MOU)

12. **ADJOURN** - Next regular meeting is scheduled for Wednesday, May 19, 2021, Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.

Motion made by Erica Davis, seconded by Danny Norris to adjourn the meeting.

Motion to adjourn passes with 6-0 voting to adjourn.

The meeting adjourned at 4:30 p.m.

Board President

Board Secretary

Action Items

Regular Board Meeting**6.C.1.**

Meeting Date: May 19, 2021
Title: HCDE Head Start 2021 COVID-19 Carryover Grant Request
Submitted For: Venetia Peacock, Head Start
Submitted By: Sharon McBride
Recommended Action: Approve
HCDE Goal(s): 1. Impact education/respond to evolving needs
 2. Deliver value responsibly
 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Dr. Jesus Amezcua, Jonathan Parker, Venetia L Peacock, Sharvon Kamaya, Kendra Jackson
Facilities/Technology Approval Needed?:

Information**Posted Agenda Item:**

Consider approval to submit the Harris County Department of Education Head Start 2021 COVID-19 Carryover Grant request in the amount of \$344,197 from Grant Number 06CH011535 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS).

Subject:

Head Start: 2021 COVID-19; Carryover Grant Request

Rationale:

HCDE Head Start seeks to submit a carryover request of \$334,197 to the US Department of Health and Human Services (HHS) Office of Head Start (OHS). The funds will support COVID-19 related purchases to ensure the health and safety of the Head Start campuses.

Fiscal Impact**Attachments**

HCDE HS COVID-19 Carryover Grant Request

Form Review**Inbox**

Head Start
 Purchasing Alternate
 Purchasing
 Assistant Superintendent - Business
 Form Started By: Sharon McBride
 Final Approval Date: 05/03/2021

Reviewed By

Venetia Peacock
 Kendra Jackson
 Kendra Jackson
 Jesus Amezcua

Date

04/26/2021 05:09 PM
 04/27/2021 02:01 PM
 04/27/2021 02:02 PM
 05/03/2021 11:08 PM
 Started On: 04/26/2021 02:34 PM

Harris County Department of Education
Head Start
Carryover of COVID-19 Funds and Non-federal Share Waiver Request

Harris County Department of Education (HCDE) Head Start Division requests approval to carryover COVID-19 funds in the amount of \$344,197 for its Head Start program from grant period January 1, 2020 – December 31, 2020 to grant period January 1, 2021 – December 31, 2021. The requested amount is for program operations. HCDE Head Start will use these funds for COVID-19 related purchases to ensure the health and safety of the HCDE Head Start campuses.

Regular Board Meeting

6.C.2.

Meeting Date: May 19, 2021
Title: HCDE Head Start EHS Expansion and Start-up Carryover Grant Request
Submitted For: Venetia Peacock, Head Start **Submitted By:** Sharon McBride
Recommended Action: Approve **HCDE Goal(s):** 1. Impact education/respond to evolving needs
4. Provide cost savings by leveraging tax dollars
5. Recruit high-quality professionals

Additional Resource Personnel: Dr. Jesus Amezcua, Jonathan Parker, Venetia L Peacock, Sharvon Kamaya **Facilities/Technology Approval Needed?:**

Information

Posted Agenda Item:

Consider approval to submit the Harris County Department of Education Head Start (EHS) for Early Head Start Expansion and Start-up Carryover Grant request in the amount of \$147,792 from Grant Number 06CH011535 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS).

Subject:

Head Start EHS Expansion and Start-up Carryover Grant Request

Rationale:

HCDE Head Start seeks to submit a carryover request of \$147,792 to the US Department of Health and Human Services (HHS) Office of Head Start (OHS). The funds will be used to construct Early Head Start playgrounds for the La Porte and Tidwell Head Start campuses, as well as, to purchase Early Head Start supplies.

Fiscal Impact

Attachments

HCDE HS EHS Expansion and Startup Carryover Grant Request

Form Review

Inbox

Head Start
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 05/03/2021

Reviewed By

Venetia Peacock
Kendra Jackson
Kendra Jackson
Jesus Amezcua

Date

04/26/2021 05:09 PM
04/27/2021 02:02 PM
04/27/2021 02:02 PM
05/03/2021 11:09 PM
Started On: 04/26/2021 03:15 PM

HCDE Head Start EHS Expansion and Startup Carryover
Funds and Non-federal Share Waiver Request

Harris County Department of Education (HCDE) Head Start Division requests approval to carryover funds in the amount of \$147,792 for its Early Head Start expansion from grant period August 1, 2020 – December 31, 2020 to grant period January 1, 2021 – December 31, 2021. HCDE Early Head Start will use these funds to purchase Early Head Start supplies and to construct Early Head Start playgrounds for the La Porte and Tidwell Head Start campuses.

Regular Board Meeting

6.C.3.

Meeting Date: May 19, 2021
Title: HCDE Head Start Notice of Award (NOA) 06HE000969
Submitted For: Venetia Peacock, Head Start
Submitted By: Sharon McBride
Recommended Action: Accept
HCDE Goal(s): 1. Impact education/respond to evolving needs
 2. Deliver value responsibly
 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Dr. Jesus Amezcua, Jonathan Parker, Venetia L Peacock, Marcia Leiva, Kendra Jackson
Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider acceptance of the Notice of Award (NOA) 06HE000969-01-00 from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) for new additional COVID-19 funds for the Head Start Division in the amount of \$350,328.00 for the budget period of 04/01/2021 through 3/31/2023.

Subject:

HCDE Head Start Notice of Award (NOA) 06HE000969; 04/01/2021 - 03/31/2023

Rationale:

This action awards one-time funds under Common Accounting Number (CAN) 1100 for activities pertaining to the prevention, preparation, and/or response to the coronavirus disease (COVID-19). COVID-19 funds can be used for costs incurred from December 27, 2020 in response to the public health emergency.

If applicable, this action approves the purchase of equipment identified on the "Equipment" object class category.

If applicable, this action approves a non-federal match waiver for the federal funds awarded.

Fiscal Impact

Attachments

NOA 06HE000969-01-00

Form Review

Inbox

Head Start
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 05/03/2021

Reviewed By

Venetia Peacock
Kendra Jackson
Kendra Jackson
Jesus Amezcua

Date

04/29/2021 01:52 PM
05/03/2021 09:47 AM
05/03/2021 09:47 AM
05/03/2021 11:09 PM
Started On: 04/29/2021 12:02 PM



Recipient Information

1. Recipient Name

HARRIS COUNTY DEPARTMENT OF
EDUCATION
6300 Irvington Blvd
Houston, TX 77022-5618
713-672-9343

2. Congressional District of Recipient

29

3. Payment System Identifier (ID)

1746001215A1

4. Employer Identification Number (EIN)

746001215

5. Data Universal Numbering System (DUNS)

188326151

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

Ms. Venetia Peacock
Senior Director of Head Start
vpeacock@hcde-texas.org
713-679-2510

8. Authorized Official

Mr. Eric Dick
Board President
edick@hcde-texas.org
713-672-9343

Federal Agency Information

ACF/OHS Region VI Grants Office

9. Awarding Agency Contact Information

Ms. Jennifer M Curtiss
Grants Management Officer
jennifer.curtiss@acf.hhs.gov
816-426-2991

10. Program Official Contact Information

Mr. Kenneth Gilbert
Regional Program Manager
HHS/ACF/OHS Region VI
kenneth.gilbert@acf.hhs.gov
214-767-8844

Federal Award Information

11. Award Number

06HE000969-01-00

12. Unique Federal Award Identification Number (FAIN)

06HE000969

13. Statutory Authority

42 USC 9801 ET SEQ

14. Federal Award Project Title

COVID (P.L. 116-260)

15. Assistance Listing Number

93.600

16. Assistance Listing Program Title

Head Start

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	04/01/2021	- End Date	03/31/2023
20. Total Amount of Federal Funds Obligated by this Action			\$350,328.00
20a. Direct Cost Amount			\$311,924.00
20b. Indirect Cost Amount			\$38,404.00
21. Authorized Carryover			\$0.00
22. Offset			\$0.00
23. Total Amount of Federal Funds Obligated this budget period			\$0.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$350,328.00
26. Project Period Start Date	04/01/2021	- End Date	03/31/2023
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period			Not Available

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

Ms. Jennifer M Curtiss
Grants Management Officer

30. Remarks



Recipient Information
Recipient Name HARRIS COUNTY DEPARTMENT OF EDUCATION 6300 Irvington Blvd Houston, TX 77022-5618 713-672-9343 Congressional District of Recipient 29 Payment Account Number and Type 1746001215A1 Employer Identification Number (EIN) Data 746001215 Universal Numbering System (DUNS) 188326151 Recipient's Unique Entity Identifier Not Available
31. Assistance Type Project Grant 32. Type of Award Service

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$100,000.00
b. Fringe Benefits	\$26,000.00
c. Total Personnel Costs	\$126,000.00
d. Equipment	\$0.00
e. Supplies	\$70,924.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$75,000.00
i. Contractual	\$40,000.00
j. TOTAL DIRECT COSTS	\$311,924.00
k. INDIRECT COSTS	\$38,404.00
l. TOTAL APPROVED BUDGET	\$350,328.00
m. Federal Share	\$350,328.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes					
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-G061100	06HE00096901C5	ACFOHS	41.51	\$350,328.00	75-21-1536



35. Terms And Conditions

STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>. This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children for Children and Families U.S. Department of Health and Human Services Office of Grants Management ATTN: Grants Management Specialist 330 C Street, SW., Switzer Building Corridor 3200 Washington, DC 20201 AND

U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87. This award is subject to HHS regulations codified at 45 CFR Chapter XIII, Parts 1301, 1302, 1303, 1304 and 1305. Attached are terms and conditions, reporting requirements, and payment instructions. Initial expenditure of funds by the grantee constitutes acceptance of this award.

REPORTING REQUIREMENTS

1. **Federal Reporting Requirements for Head Start CRRSA and ARP Grant Awards**



Federal Financial Report (SF-425):

Federal Financial Reports (SF-425) must be submitted in the Payment Management System (PMS) based on the reporting schedule below:

- 1. C5 (CRRSA) Annual FFR 4/1/2021 – 3/31/2022: due by 7/30/2022
- 2. C6 (ARP) Annual FFR 4/1/2021 – 3/31/2022: due by 7/30/2022
- 3. C5 (CRRSA) Final FFR 4/1/2021 – 3/31/2023: due by 6/29/2023
- 4. C6 (ARP) Final FFR 4/1/2021 – 3/31/2023: due by 6/29/2023

FFR Grantee User Guide: <https://pms.psc.gov/pms-user-guide/federal-financial-report.html>

For support using the Payment Management System, contact your PMS Liaison Accountant: <https://pms.psc.gov/find-pms-liaison-accountant.html>

Federal Cash Transaction Report (FFR-FCTR-425):

The Federal Cash Transaction Report (FCTR – Disbursements, lines 10a - 10c), **FFR-FCTR** (Disbursements) must be prepared and certified as follows:

- Disbursements January 1 – March 31: certify by April 30
- Disbursements April 1 – June 30: certify by July 30
- Disbursements July 1 – September 30: certify by October 30
- Disbursements October 1 – December 31: certify by January 30

If the FCTR is not certified 10 days after the due date, funds will be frozen until the report has been submitted.

FCTR Guidance: <https://pms.psc.gov/pms-user-guide/federal-cash-transaction-report.html>

Performance Progress Report:

This award is subject to performance progress reporting as indicated in 45 CFR 75.342. Additional information will be forthcoming as to the reporting requirements and frequency.

Tangible Personal Property Report (SF-428):

This award is subject to the submission of a Tangible Personal Property Report SF-428 and SF-428B, and as necessary, SF-428S, at closeout. This report is due on the same date the final SF-425 Federal Financial report is due. Please review the chart in the **Federal Financial Report (SF-425)** section of these reporting requirements for the due date. Completed copies of the SF-428 reports must be uploaded to the specified folders in the Grant Notes section of GrantSolutions.

Downloadable version of SF-428 can be found at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

Real Property Standard Form (SF-429):

The submission of the SF-429 Attachment A No Property report is not required for CRRSA



Department of Health and Human Services

Administration for Children and Families

Notice of Award

Award# 06HE000969-01-00

FAIN# 06HE000969

Federal Award Date: 04/22/2021

and ARP grant awards where there is no covered real property.

If funds from this award are used for any purpose requiring a 45 CFR Part 1303 application (purchase, construction, major renovation), submission of applicable SF-429 with supporting documentation is required. A SF-429 Attachment B and/or Attachment C is required upon approval of the 1303 application for purchase, construction, or major renovation.

Grantees with covered real property must submit reports at least annually on the status of real property in which OHS holds a Federal interest. Grantees with real property with federal interest must submit the SF-429 Attachment C along with supporting documentation to request transfer of property and record to the grantee's CH or HP grant program (or, if applicable, the OHS eligible designated new entity that will continue the intended purpose of property) at closeout on the same date as the final SF-425 Federal Financial report is due.

- 1. Annual Real Property Status for 4/1/2021 – 3/31/2022: due as an Attachment to the Annual SF-425 in Payment Management System by 7/30/2022**
- 2. Annual Real Property Status for 4/1/2021 – 3/31/2023: due as the SF-429A in the On-Line Data Collection System by 4/30/2023**
- 3. Transfer of Real Property: due as the SF-429C in the On-Line Data Collection System by 6/29/2023**

AWARD ATTACHMENTS

HARRIS COUNTY DEPARTMENT OF EDUCATION

06HE000969-01-00

1. COVID (P.L. 116-260) Remarks

30. REMARKS (Continued from previous page)

This action awards one-time funds under Common Accounting Number (CAN) 1100 for activities pertaining to the prevention, preparation, and/or response to the coronavirus disease (COVID-19). COVID-19 funds can be used for costs incurred from December 27, 2020 in response to the public health emergency.

If applicable, this action approves the purchase of equipment identified on the 'Equipment' object class category.

If applicable, this action approves a non-federal match waiver for the federal funds awarded.

Regular Board Meeting

6.D.1.

Meeting Date: May 19, 2021

Title: Service Agreement with YMCA of Greater Houston for CASE for Kids Partnership Project Grant

Submitted For: Lisa Caruthers, Case for Kids

Submitted By: Kimberlee Flowers

Recommended Action: Approve

HCDE Goal(s): 3. Advocate for learners through innovation

Additional Resource Personnel: Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Kendra Jackson

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Ratify award RFP#20/042KJ for Partnership Project Grant and Approve \$60,000 contract to the YMCA of Greater Houston per CH Local FY21. The Partnership Project grant award of \$40,000 is to serve Houston Texans YMCA and MD Anderson YMCA for a total of 90 students; this grant award is in addition to a \$20,000 City Connections grant award for YMCA of Greater Houston serving 40 students in City Council District A and 40 students in City Council District G for a total aggregate amount of \$60,000 with CASE for Kids.

Subject:

Service Agreement (Expenditure) with YMCA for CASE for Kids Partnership Project Grant.

Rationale:

The CASE for Kids Partnership Project invest in comprehensive afterschool programs that promote social and emotional learning skills (SEL), increased support of numeracy and literacy development for economically disadvantaged students between the ages of 4 and 12 or up to the age of 19 with a documented disability. The CASE Partnership Project is the result of collaboration between HCDE, the Houston-Galveston Area Council (HGAC), the Texas Workforce Commission (TWC), and awarded sites. HCDE commits local funds to supplement comprehensive after-school programming; HCDE and site match dollars activate a commitment of federal childcare funds for quality improvement for school-age youth through TWC. This allows HCDE to provide a variety of resources to selected sites such as: site visits, training, and access to curriculum and materials through a free lending library. The following not-for-profit entity is a recipient of the Partnership Project grant for the 2020-2021 school year: YMCA of Greater Houston. The following YMCA of Greater Houston locations receive funding: Houston Texans \$20,000 to serve 45 students and MD Anderson \$20,000 to serve 45 students. This service agreement for \$40,000 is in addition to a grant award for \$20,000 for YMCA of Greater Houston through City Connections, City Council Districts A and G. Services received by the entity, YMCA of Greater Houston will therefore meet the aggregate amount of \$60,000 in awards from CASE for Kids.

Fiscal Impact

Attachments

YMCA of GH

Form Review

Inbox

CASE
Purchasing Alternate
Purchasing

Reviewed By

Lisa Caruthers
Kendra Jackson
Kendra Jackson

Date

04/26/2021 04:17 PM
04/29/2021 12:25 PM
04/29/2021 12:27 PM

SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas 77022, and **YMCA of Greater Houston** (“Contractor”), located in 2600 North Loop West, Suite 300, Houston, TX 77092, for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

Recitals

HCDE is a political subdivision of the State of Texas, established to promote education in Harris County, Texas. Both HCDE and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

- 1. Purpose.** HCDE agrees to retain Contractor and Contractor agrees to provide services to HCDE as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.
- 2. Term.** This Agreement is for services beginning 10/1/2020 and ending 7/31/2021 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.
- 3. Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.
- 4. Independent Contractor Status.** It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of HCDE. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by HCDE hereunder and Contractor shall indemnify and hold HCDE harmless in this regard.
- 5. Review of Progress.** Contractor will work to meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor.
- 6. Changes & Amendments.** During the Term of the Agreement (see Paragraph 2), HCDE and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.
- 7. Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of HCDE.

8. Compensation. HCDE will pay Contractor an amount not to exceed \$40,000 for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. Intellectual Property. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. Ownership of Work Product. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of HCDE, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to HCDE upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by HCDE for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. Professional Services. This Agreement (check applicable box) is is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. Conflict of Interest. During the Term of Contractor's service to HCDE, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by HCDE.

13. Criminal History Certification. Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES

ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, “CLAIM”) TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of HCDE current revenue only. Notwithstanding anything to the contrary in this Agreement, HCDE is obligated to make payments only as approved each year by HCDE’s Board of Trustees. HCDE’s Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. To the extent that HCDE will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the services provided in this Agreement, HCDE may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by the Partnership Project. Payment for services rendered shall be allocated as follows: 100% funded by Partnership Project.

16. Non-Exclusivity. Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide HCDE Services. During the Term of this Agreement, HCDE reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. Performance. Contractor agrees that Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from HCDE. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify HCDE’s Director of CASE for Kids in writing.

18. Termination. Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. HCDE will be responsible for payment for Services that have been accepted by HCDE up to the termination date.

HCDE may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, HCDE may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse HCDE for such costs incurred by HCDE.

19. Inspection and Acceptance of Service. HCDE reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, HCDE may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to HCDE; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCDE in this Agreement or otherwise available by law.

20. Subcontractors. If HCDE gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. Insurance. Unless an appropriate HCDE representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of HCDE's insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work. Contractor shall maintain insurance coverage in the amounts specified by HCDE. Certificates of Insurance on the current ACORD form shall be issued to HCDE showing all required insurance coverage.

22. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

25. No Waiver of HCDE's Immunity. The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by HCDE, RFP # 20/042KJ Contractor's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supercede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Contractor's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Contractor's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices,

checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by HCDE under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to HCDE if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE may rely upon Contractor’s certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to accountspayable@hcde-texas.org.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to HCDE a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HCDE before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during HCDE’s fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date HCDE receives the

goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date HCDE receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Contractor receives the payment from HCDE. The exceptions to payments made by HCDE and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by HCDE, in HCDE's sole discretion.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

31. Confidential Data of HCDE. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Agreement or after such Term.

Contractor acknowledges that HCDE would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate HCDE for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by HCDE. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Insurance Requirements Waiver – IF the Insurance Requirements are not applicable to the Services or if HCDE otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate HCDE representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, HCDE and Contractor have executed this Agreement to be effective on the date specified in Term above:

YMCA of Greater Houston

Harris County Department of Education

By: 
(Signature)

By: _____
(Signature)

Stephen Ives
2600 North Loop West, Suite 300,
Houston, TX 77092

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent –Business Services
6300 Irvington Blvd
Houston, TX 77022-5618
713-696-1371
713-696-0740

Regular Board Meeting

6.D.2.

Meeting Date:	May 19, 2021		
Title:	Service Agreement with MECA for CASE for Kids Partnership Project Grant		
Submitted For:	Lisa Caruthers, Case for Kids	Submitted By:	Kimberlee Flowers
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs 2. Deliver value responsibly 3. Advocate for learners through innovation
Additional Resource Personnel:	Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson	Facilities/Technology Approval Needed?:	

Information

Posted Agenda Item:

Ratify award of RFP#20/042KJ for Partnership Project Grant and Approve \$61,100 contract with Multicultural Education and Counseling through the Arts (MECA) per CH Local FY21. The Partnership Project grant award of \$40,000 to MECA will serve Dow School and Talento Bilingue De Houston for a total of 340 students; the Partnership Project grant is in addition to a \$5,000 City Connections grant award for MECA serving 170 students in City Council H and a Select Service Provider service agreement for \$16,100 to serve 80 students at Burnett Elementary in Houston ISD and Boys and Girls Clubs Holthouse and Havard for a total aggregate amount of \$61,100 with CASE for Kids.

Subject:

Service Agreement (Expenditure) with MECA for CASE for Kids Partnership Project Grant.

Rationale:

The CASE for Kids Partnership Project invest in comprehensive afterschool programs that promote social and emotional learning skills (SEL), increased support of numeracy and literacy development for economically disadvantaged students between the ages of 4 and 12 or up to the age of 19 with a documented disability. The CASE Partnership Project is the result of collaboration between HCDE, the Houston-Galveston Area Council (HGAC), the Texas Workforce Commission (TWC), and awarded sites. HCDE commits local funds to supplement comprehensive after-school programming; HCDE and site match dollars activate a commitment of federal childcare funds for quality improvement for school-age youth through TWC. This allows HCDE to provide a variety of resources to selected sites such as: site visits, training, and access to curriculum and materials through a free lending library. The following not-for-profit entity is a recipient of the Partnership Project grant for the 2020-2021 school year: MECA. The following MECA locations receive funding: Dow School \$20,000 to serve 170 students and TBH Center \$20,000 to serve 170 students. This service agreement for \$40,000 is in addition to a grant award for \$5,000 for MECA through City Connections, City Council District H and a service agreement for \$16,100 through Select Service Provider. Services received by the entity, MECA will therefore meet the aggregate amount of \$61,100 in awards from CASE for Kids.

Fiscal Impact

Attachments

MECA

Form Review

Inbox

CASE

Purchasing Alternate

Purchasing

Assistant Superintendent - Business

Form Started By: Kimberlee Flowers

Final Approval Date: 05/03/2021

Reviewed By

Lisa Caruthers

Kendra Jackson

Kendra Jackson

Jesus Amezcua

Date

04/26/2021 04:17 PM

04/29/2021 12:26 PM

04/29/2021 12:27 PM

05/03/2021 11:09 PM

Started On: 04/26/2021 03:10 PM

SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas 77022, and **Multicultural Education and Counseling through the Arts (MECA)** (“Contractor”), located in **1900 Kane Street, Houston, TX 77007**, for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

Recitals

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HCDE may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not

cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, HCDE may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse HCDE for such costs incurred by HCDE.

19. Inspection and Acceptance of Service. HCDE reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, HCDE may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to HCDE; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCDE in this Agreement or otherwise available by law.

20. Subcontractors. If HCDE gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. Insurance. Unless an appropriate HCDE representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of HCDE's insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work. Contractor shall maintain insurance coverage in the amounts specified by HCDE. Certificates of Insurance on the current ACORD form shall be issued to HCDE showing all required insurance coverage.

22. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

25. No Waiver of HCDE's Immunity. The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by HCDE, RFP # 20/042KJ Contractor's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Contractor's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Contractor's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by HCDE under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to HCDE if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to accountspayable@hcde-texas.org.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to HCDE a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HCDE before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during HCDE's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date HCDE receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date HCDE receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Contractor receives the payment from HCDE. The exceptions to payments made by HCDE and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by HCDE, in HCDE's sole discretion.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor

Companies”), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

31. Confidential Data of HCDE. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Agreement or after such Term.

Contractor acknowledges that HCDE would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor’s own purposes or benefit and that money damages would not compensate HCDE for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a “school official” in accordance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

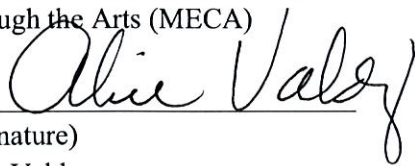
32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE’s acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by HCDE. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Insurance Requirements Waiver – IF the Insurance Requirements are not applicable to the Services or if HCDE otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate HCDE representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, HCDE and Contractor have executed this Agreement to be effective on the date specified in Term above:

Multicultural Education and Counseling
Through the Arts (MECA)

By: 
(Signature)

Alice Valdez
Founder/Executive Director
1900 Kane Street,
Houston, TX 77007
Phone: 713-802-9370
Alicevaldez4@gmail.com

Harris County Department of Education

By: _____
(Signature)

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent –Business Services
6300 Irvington Blvd
Houston, TX 77022-5618
713-696-1371
713-696-0740

EXHIBIT A: SCOPE OF WORK

Project Requirements

Contractor agrees to the following program requirements:

- Agree to deliver services outlined in the Contract, this Exhibit A Scope of Work, and Contractor's proposal within the following time frame: October 1, 2020 – July 31, 2021
- Offer programming consecutively for a minimum of 25 weeks
- During the academic calendar year, serve youth before school, after school, and/or weekends for a minimum of 12 hours per week
- Target at-risk and/or special needs students.
- Serve children within the range of 4 to 12 years of age or youth with a documented disability age 19 or younger.
- Provide balanced programming based on the CASE for Kids Quality Framework.
- Hold a valid IRS-designated 501(c)3 status for at least three calendar years prior to the RFP deadline and maintain the 501(c)3 designation for the entire duration of the Contract Term.

Project Deliverables

Contractor agrees to the following administrative requirements, according to the schedule and deadlines set by HCDE:

- Designate a program liaison
- Submit a site schedule and site contact information
- Attend required CASE for Kids Learning Community meetings.
- Agree to obtain and assess criminal history record information for each employee, contractor, or volunteer used in the delivery of projects funded by ASI program funds and to use only those persons fit to work with students.
- Track and maintain daily attendance records for students enrolled in programs. These records must be submitted to CASE for Kids using the attendance tracking system provided by CASE for Kids.
- Submit monthly certification of expenditures and certification of match funding
- Submit monthly invoices to CASE for Kids
- Comply with in-depth evaluations required by HCDE, which may include site visits, School-Age Program Quality Assessments, focus groups, self-assessments, and surveys.
- Provide photo documentation of the project and a summary of project accomplishments and challenges.
- During the program period and at least one year after the program ends, maintain adequate documentation of the expenditure of program funding, match funding, and compliance with all program requirements and make such documentation available for review by HCDE, or their respective representatives.

Project Description

MECA’s year-round Afterschool Arts program offers youth a safe environment, dynamic arts and music education as well as academic support after regular school hours. The focus of the program is to provide cultural and classical arts and music education to underserved students in the afterschool setting.

Project Site(s) Information

Contractor agrees to provide the services detailed below at the below-listed site(s), for the number of hours of direct service to youth, to the number of youth listed, at the age(s) and grade level(s) listed, in exchange for the amount detailed below.

Site Names	A Hours Per week	B Youth	C Age	D Grade	E Amount
Dow School	38.5	170	5-12	K-7	\$20,000
TBH Center	38.5	170	5-12	K-7	\$20,000

Project Site Information for each proposed site:

Site 1	Site Address: 1900 Kane Street	Zip Code 77007	Neighborhood:
	Site Contact Name: Alice Valdez		
	Site Contact Phone Number: 713-802-9370	Site Contact Email: alicevaldez4@gmail.com	
	Project Start Date: October 1, 2020	Project End Date: July 31, 2021	
	Description of activities at site (25 words or fewer) Students engage in dynamic arts and music education in an afterschool setting.		

Site 2	Site Address: 333 S. Jensen Drive	Zip Code: 77003	Neighborhood:
	Site Contact Name: Armando Silva		
	Site Contact Phone Number: 713-222-1213	Site Contact Email: armando@meca-houston.org	
	Project Start Date: October 1, 2020	Project End Date: July 31, 2021	
	Description of activities at site (25 words or fewer) Students engage in dynamic arts and music education in an afterschool setting.		

Program Schedule

Contractor agrees to adhere to the program schedule below for Contractor's out-of-school time program. Activity codes are: numeracy (N), literacy (L) or both (L/N). Example: Soccer, Cooking (L/N), Homework (L/N).

2020-2021 Program Schedule				
HCDE - CASE for Kids				
Monday	Tuesday	Wednesday	Thursday	Friday
4:00pm – 7:30pm	4:00pm – 7:30pm	4:00pm – 7:30pm	4:00pm – 7:30pm	4:00pm – 7:30pm
Academic Tutoring	Academic Tutoring	Academic Tutoring	Academic Tutoring	Academic Tutoring
5:00pm – 6:00pm	5:00pm – 6:15pm	5:00pm – 6:00pm	5:00pm – 6:15pm	6:30pm – 8:00pm
Beginner Classical Ballet	Intermediate Ballet Folklorico	Beginner Classical Ballet	Intermediate Ballet Folklorico	Kendama
5:30pm – 6:30pm	5:00pm – 6:00pm	5:30pm – 6:30pm	5:00pm – 6:00pm	
Beginner Ballet Folklorico	Visual & Mosaic Art	Beginner Ballet Folklorico	Visual & Mosaic Art	
6:00pm – 7:00pm	6:00pm – 7:00pm	6:00pm – 7:00pm	6:00pm – 7:00pm	
Hip-Hop & Creative Movement	Theater	Hip-Hop & Creative Movement	Theater	
6:30pm – 7:45pm	6:30pm – 8:00pm	6:30pm – 7:45pm	6:30 – 8:00pm	
Intermediate Ballet Folklorico (2)	Digital Media	Intermediate Ballet Folklorico (2)	Digital Media	

Budget

Contractor agrees to adhere to the below budget, including the dollar for dollar cash or in-kind match.

<u>Category Description</u>	<u>Description of Expenditures for CASE ASI Funding</u> <i>Itemize each description of expenditures.</i>	<u>Proposed Contract Amount</u>	<u>Match Amount</u>	<u>Total Project Budget</u> <i>By Line Item</i>
Payroll Costs	Payroll Costs Include Administrative Salaries (Partial), Artistic Teachers/Instructors, Youth Counselors, Payroll Taxes	\$24,887	\$121,101	\$145,988
Professional and Contracted Services	Professional Fees Include Collaboration Partner Fes, contract Artistic Teachers/Instructors and Professional Technical Fees	\$3,933	\$3,933	\$7,866
Supplies and Materials	Supplies include office, instrumental, music books, visual art supplies and misc (cleaning)	\$1,180	\$1,180	\$2,360
Other Operating Costs	Other Operating Costs include telephone/internet, building maintenance, travel expenses, etc.		\$10,164	\$10,164
Category Description:				
Category Description:				
		(a)	(b)	(c)
<i>The combined total of the <u>contract amount</u> (a) and <u>cash match</u> (b) equals the <u>total project budget</u> (c).</i>		\$30,000	\$136,378	\$166,378

Match Funding

Contractor confirms that Contractor has secured the cash match amount(s) from the below-listed source(s).

Source of Cash Match	Cash Match Amount
Foundation/Grant Funds	\$136,378
Foundation/Grant Funds	\$136,378
TOTAL	\$272,756

Note: *The total for the match on this page should be the same as the total match on the budget table..*

Regular Board Meeting

6.E.1.

Meeting Date: May 19, 2021

Title: Contract Renewal for 19/032TJ Produce and Other Specialty Products

Submitted For: Jeff Drury, Choice Partners **Submitted By:** Melissa Wilder

Recommended Action: Approve **HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Trisha Prestigiacomо, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua **Facilities/Technology Approval Needed?:** None

Information

Posted Agenda Item:

Consider approval of Contract Renewal option for job no. 19/032TJ Produce and Other Specialty Products with the following vendors: Brothers Produce, Inc. (#19/032TJ-01) and Hardie's Fruit and Vegetable Co. Houston, LP dba Hardie's Fresh Foods (#19/032TJ-03) for the period of 08/01/2021 through 07/31/2022.

Subject:

Choice Partners; Contract Renewal; Food Contract; Revenue Generating.

Rationale:

The process enacted was Request for Proposals (RFP). Three hundred two (302) invitations were extended for proposal. Eight (8) responses were received of which three (3) were awarded. Two (2) vendors are being recommended for renewal.

HCDE/Choice Partners contract no. 19/032TJ was awarded for one (1) year from 08/01/2019 to 07/31/2020. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the second (2) option for renewal period 08/01/2021 to 7/31/2022 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 19/032TJ will be an administrative fee of one percent (1%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Brothers Produce Renewal Letter
Hardie's Produce Renewal Letter

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	04/23/2021 03:55 PM
Purchasing Alternate	Yaritza Roman	04/27/2021 10:01 AM

March 11, 2021

Subject: Contract Renewal for 19/032TJ Produce and Other Specialty Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

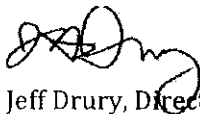
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2021**. This contract has two (2) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2021**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **April 13, 2021 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Laura Sprehe at 713-696-8213 or e-mail to laura@choicepartners.org.

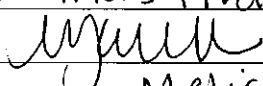
Sincerely,



Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Brothers Produce, Inc.
Authorized Signature:	
Print Name:	Melissa Farek
Title:	VP- operations
Date:	4.5.21
Address:	PO BOX 1207
City, State, Zip Code:	Friendswood, TX 77549
Phone:	713.924.4196
Email Address:	mfarek@brothersproduce.com



March 11, 2021

Subject: Contract Renewal for 19/032TJ Produce and Other Specialty Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2021**. This contract has two (2) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2021**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **April 13, 2021 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Laura Sprehe at 713-696-8213 or e-mail to laura@choicepartners.org.

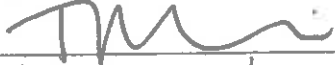
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Hardies Fresh Foods
Authorized Signature:	
Print Name:	Tony Stachurski
Title:	President
Date:	3-24-21
Address:	3145 Produce Row
City, State, Zip Code:	Houston TX 77023
Phone:	832-473-2552
Email Address:	bmix@hardies.com



Regular Board Meeting

6.E.2.

Meeting Date: May 19, 2021

Title: Contract Award for 21/035TP Bottled Drinking Water, Coolers, and Other Beverage Related Products

Submitted For: Jeff Drury, Choice Partners

Submitted By: Melissa Wilder

Recommended Action:

HCDE Goal(s):

Additional Resource

Facilities/Technology

Personnel:

Approval Needed?:

Information

Posted Agenda Item:

Consider approval of the Contract Award for Choice Partners job no. 21/035TP for Bottled Drinking Water, Coolers, and Other Beverage Related Products with the following vendors: BHRS Group dba Avalon (21/035TP-01); DS Services of America dba Sparkletts (21/035TP-02); Nestle Waters North American, Inc. dba ReadyRefresh by Nestle, a division of Nestle Waters North America (21/035TP-03); and The Masters Distribution Systems Company, Inc. (21/035TP-04) for the period of one (1) year starting 06/20/2021 through 06/19/2022.

Subject:

Choice Partners; Contract Award; Food Contract; Beverage Contract; Equipment Contract; Revenue Generating.

Rationale:

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Bottled Drinking Water, Coolers, and Other Beverage Related Products to HCDE/Choice Partners members.

Three hundred ninety-one (391) invitations were extended for proposals. Six (6) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 21/035TP. All responses that met the criteria and requirements of the RFP were evaluated and scored. Two (2) vendors were non-awarded and four (4) vendors offering the best value to HCDE/Choice Partners and its members were selected for award.

Choice Partners recommends award of a one (1) year contract from 06/20/2021 to 06/19/2022 to the vendors stated above in Posted Agenda Item. Contract no. 21/035TP has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 21/035TP will be an administrative fee of two percent (2%). The contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

- Recommendation 21/035TP
- Evaluation Summary 21-035TP
- Participation List 21-035TP

Form Review



Harris County Department of Education
Choice Partners
Proposal Recommendation Form
Program Review

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Division
From: Recommendation Committee

Melissa Wilder HCDE/Choice Partners
Ashley Phelps Humble ISD
Ralph Wilkins La Porte ISD

Job (Bid or RFP#) and Name: 21/035TP Bottled Drinking Water, Coolers, and Other Beverage
Related Products
Board Meeting Date: 5/19/2021
Date: 4/15/2021

Procurement Requirements Available:

Check One
____ Under \$2,500 (Requires Division Director and Asst Supt. Approval)
____ From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
____ Over \$50,000 (per CH Local)
____ X Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & Director)

Justification:

(Any information that pertains to this job (bid or RFP))

21/035TP Bottled Drinking Water, Coolers, and Other Beverage
Related Products

Choice Partners members will utilize this contract for Bottled Drinking Water, Coolers, and Other Beverage
Related Products

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to	<u>391</u>	vendors
HCDE received	<u>6</u>	responses (see attached evaluation summary).

Recommendation:

HCDE is recommending with Choice Partners Cooperative for BHRS Group dba Avalon; DS Services of America dba Sparkletts; Nestle Waters North American, Inc. dba ReadyRefresh by Nestle, a division of Nestle Waters North America; and The Masters Distribution Systems Company, Inc.



**Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee**

[This form is used to document due diligence by Recommendation Committee]

To: Recommendation Committee
From Choice Partners - Contract Manager: Trisha Prestigiacomo
Job (Bid or RFP) # and Name: 21/035TP
Bottled Drinking Water, Coolers, and Other Beverage Related Products
Board Meeting Date: 5/19/2021
Today's Date: 4/15/2021

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification
Bid Tabulation
Copy of the Job (Bid or RFP) responses
Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

Signed Certification and Recommendation Form

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

Agenda Item (Prepared by Buyer handling the job/bid or RFP)

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



Harris County Department of Education
Choice Partners
Effectiveness and Compliance Review Form

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Audit File and Jesus J. Amezcua, CPA,
Assistant Supt. for Business

From Contract Manager:

Trisha Prestigiacomio

Purchasing Dept:

Kendra Jackson, Assistant Director

Job- Bid or RFP# and Name:

21/035TP

Bottled Drinking Water, Coolers, and Other Beverage Related Products

Board Meeting Date:

5/19/2021

Date:

4/15/2021

Procurement Requirements Available:

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

21/035TP

Bottled Drinking Water, Coolers, and Other Beverage Related Products

	Total Weighted Value	AvalonH2O	Trident Beverage	Masters Distribution (The Masters Distribution Systems Company, Inc.)	Sparkletts (DS Waters) (DS WATERS OF AMERICA, INC.)	Ozarka (Nestle Waters North America)										
Evaluation Criteria																
Averages																
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage	40	34.33	9	36	34.33	25										
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	20	16.67	15	16.67	16	17.67										
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform	25	21.67	20	18.33	21.67	22.67										
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	0	0	0	0	0										
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service	5	4.33	4.33	4.33	4.67	5										
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0	0	0	0	0										
(7) Vendor's past relationship with HCDE/CP	5	0	3.67	4.33	4.67	4.67										
(8) Marketing Plan	5	3.67	4.33	4	3	4.67										
Evaluators: Total	100	80.67	56.33	83.67	84.33	79.67										
Melissa Wilder HCDE/Choice Partners		Invitations sent to 391 prospective bidders Contracts are in accordance with TEC 44.031														
Ashley Phelps Humble ISD		It is recommended that the following awards of annual contracts:														
Ralph Wilkins La Porte ISD		<table border="0"> <tr> <td><u>Contract</u></td> <td><u>Vendor</u></td> </tr> <tr> <td>21/035TP -01</td> <td>BHRS Group dba Avalon</td> </tr> <tr> <td>21/035TP -02</td> <td>DS Services of America dba Sparkletts</td> </tr> <tr> <td>21/035TP -03</td> <td>Nestle Waters North American, Inc. dba ReadyRefresh</td> </tr> <tr> <td>21/035TP -04</td> <td>The Masters Distribution Systems Company, Inc.</td> </tr> </table>					<u>Contract</u>	<u>Vendor</u>	21/035TP -01	BHRS Group dba Avalon	21/035TP -02	DS Services of America dba Sparkletts	21/035TP -03	Nestle Waters North American, Inc. dba ReadyRefresh	21/035TP -04	The Masters Distribution Systems Company, Inc.
<u>Contract</u>	<u>Vendor</u>															
21/035TP -01	BHRS Group dba Avalon															
21/035TP -02	DS Services of America dba Sparkletts															
21/035TP -03	Nestle Waters North American, Inc. dba ReadyRefresh															
21/035TP -04	The Masters Distribution Systems Company, Inc.															
Non-Responsive	0															
Non-Awarded	2															
Award Threshold of 70	4															
Total Responses	6															

21/035TP

Bottled Drinking Water, Coolers, and Other Beverage Related Pro

Evaluation Criteria	Total Weighted Value	Multi Foods, LLC (Bento Foods)
Averages		
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage	40	6
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	20	7.33
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform	25	14
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	0
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service	5	4
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0
(7) Vendor's past relationship with HCDE/CP	5	3
(8) Marketing Plan	5	3.67
Evaluators: Total	100	38.00
Melissa Wilder		
HCDE/Choice Partners		
Ashley Phelps		
Humble ISD		
Ralph Wilkins		
La Porte ISD		
Non-Responsive	0	
Non-Awarded	2	
Award Threshold of 70	4	
Total Responses	6	

Harris County Department of Education

Participation Detail as of 4/20/2021 12:27:46 PM (CT)

Bid Information

Bid Creator Trisha Prestigiacomo
 Email tjensen@hcde-texas.org
 Phone 713 (696) 0742
 Fax

Bid Number 21/035TP
 Title Bottled Drinking Water, Coolers, and Other Beverage Related Products
 Bid Type Request for Proposal
 Issue Date 3/12/2021 03:27 PM (CT)
 Close Date 4/9/2021 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
11791 (Tasty Brands) (Tasty Brands)	Syosset, NY	03/12/2021			
1st Choice Restaurant Equipment & Supply, LLC	San Antonio, TX	03/12/2021	No Bid	03/12/2021	03/15/2021
23 THRU ME LLC (23 THRU ME)	Houston, TX	03/12/2021			
365 Paving & Construction LLC	Mission, TX	03/12/2021			
A.F. Import & Wholesale Co.	Houston, TX	03/12/2021			
AAA Painting	Houston, TX	03/12/2021			
AAA Water Purification	Willis, TX	03/12/2021			
AAA Wholesale Company	South San Francisco, CA	03/12/2021			
ABC&S COMPANY (ROBERT L ROSS INC)	CORPUS CHRISTI, TX	03/12/2021			
Ace Mart Restaurant Supply Co	San Antonio, TX	03/12/2021	Viewed	03/12/2021	
Adams County Dairies (Richle Young Inc.)	Fort Worth, TX	03/12/2021			
ADJH Holdings (Pure Water Supply)	Dickinson, TX	03/12/2021	Viewed	03/22/2021	
Advance Pierre Foods	Blue Ash, OH	03/12/2021			
Advance Sales	Houston, TX	03/12/2021			
Advance Sales & Marketing	Dallas, TX	03/12/2021			
AdvancePierre Foods	Cincinnati, OH	03/12/2021			
Advantage office products	Houston, TX	03/12/2021			
Albie's Foods Products, LLC (AFP Holding, LLC)	Gaylord, MI	03/12/2021			
All American Poly	Piscataway, NJ	03/12/2021			
Alpha Foods Co.	Waller, TX	03/12/2021			
Alpine Water Systems (Alpine Water Systems, LLC)	Las Vegas, NV	03/12/2021			
Alspaugh's Ace Hardware in The Woodlands, LLC	The Woodlands, TX	03/12/2021			
American Foods Group (Skylark Meats Brands Division)	Omaha, NE	03/12/2021			
American Pride Paper and Plastic	Lakewood, NJ	03/12/2021			
American Pride Seafoods LLC (American Seafoods International LLC)	New Bedford, MA	03/12/2021			
AmeriQual Group LLC	Evansville, IN	03/12/2021			
Aogo Tech Services	Richmond, TX	03/12/2021			
Apple & Eve	Carneys Point, NJ	03/12/2021	Viewed	03/15/2021	
ARTESIA SPRINGS LLC.,	San Antonio, TX	03/12/2021			
Asian Food Solutions (Chinese Food Solutions, Inc)	Oviedo, FL	03/12/2021			
A-Tex Restaurant Supply	San Angelo, TX	03/12/2021			
AvalonH2O	Lakewood, NJ		Submitted	04/09/2021	04/09/2021
Awesome Events (Oliver Meili)	houston, TX	03/12/2021			
B.A.S Inc	Katy, TX	03/12/2021			
B2BDistribut, Inc.	Austin, TX	03/12/2021			
Bake Crafters Food Company	Collegedale, TN	03/12/2021			
Baker Distributing Company: Scientific Divison (Baker Scientific)	Jacksonville, FL	03/12/2021			
Barfresh, Inc	Los Angeles, CA	03/12/2021			
BE GLAD LLC	San Jose, CA		No Bid	04/06/2021	04/06/2021
Bearing Fruit Early Childhood Training	HOUSTON, TX	03/12/2021			

Ben E Keith Foods (Ben E Keith Company)	Fort Worth, TX	03/12/2021			
BenCheri Educational Center	Houston, TX	03/12/2021			
BenchMark Facility Solutions, LLC	Dallas, TX	03/12/2021			
Berk Enterprises	Warren, OH	03/12/2021			
Best Express Foods	Cincinnati, OH	03/12/2021			
BHS Foodservice Solutions, LLC	Amherst, NY	03/12/2021			
Blencor LLC	Sealy, TX	03/12/2021			
BlueBonnet DSD Irving Inc.	Irving, TX	03/12/2021			
BMHR - Better Man HR LLC	SAN ANTONIO, TX	03/12/2021			
Bongard's Premium Cheese (Bongards' Creameries)	CHANHASSEN, MN	03/12/2021	No Bid	04/06/2021	04/06/2021
Borden Dairy Company	Houston, TX	03/12/2021	Viewed	03/16/2021	
Boys & Girls Clubs of Greater Houston	Houston, TX	03/12/2021			
BRAUN BEEF CO. INC	SAN ANTONIO, TX	03/12/2021			
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	03/12/2021			
Briar Patch	Houston, TX	03/12/2021			
Bridge Point Integrated Services	Houston, TX	03/12/2021			
BRIGHTER FUTURE, INC.	Houston, TX	03/12/2021			
Brookwood Farms Inc	Siler City, NC	03/12/2021			
Brothers Produce	Freindswood, TX	03/12/2021	Viewed	04/06/2021	
Brothers Produce of Dallas Inc.	Garland, TX	03/12/2021			
BTE Giftware Store (BTE Import-Export)	San Antonio, TX	03/12/2021			
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	03/12/2021			
Buena Vista Foods (Sterling Foods)	Azusa, CA	03/12/2021			
Burkett Business	Liberty Hill, TX	03/12/2021			
Butler Business Products, LLC	Houston, TX	03/12/2021			
Butterball (Butterball, LLC)	Garner, NC	03/12/2021	No Bid	03/15/2021	03/15/2021
Cafe Favorites (W.A. Kretch Co., LLC)	Lakeland, FL	03/12/2021			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX	03/12/2021			
Canteen (Compass Group)	Dallas, TX	03/12/2021			
Capitol Air Conditioning Services (Capitol Air Conditioning Services LLC.)	Georgetown, TX	03/12/2021			
Cargill Kitchen Solutions	Monticello, MN	03/12/2021			
Cargill Meat Solutions	Wichita, KS	03/12/2021			
Cargill Meat Solutions Corporation	Wichita, KS	03/12/2021			
CC Distributors, Inc.	Corpus Christi, TX	03/12/2021			
Cebev LLC/Juice Bowl	Boca Raton, FL	03/12/2021	No Bid	03/15/2021	04/06/2021
Cedisus, LLC	Evansville, IN	03/12/2021			
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	03/12/2021			
Chef's Corner Foods (Omnibus Trading Corp)	Grapevine, TX	03/12/2021			
Child Care Associates	FORT WORTH, TX	03/12/2021			
CHURCHFIELD TRADING CO	SANTA YNEZ, CA	03/12/2021			
Cibus Brokerage	San Antonio, TX	03/12/2021			
CINPAK INC.	SAN ANTONIO, TX	03/12/2021			
Cisneros Packing Co., Inc.	Raymondville, TX	03/12/2021			
Citadel Enterprises Inc	San Jose, CA	03/12/2021			
Clark Food Service Equipment (Clark Associates Inc)	Lancaster, PA	03/12/2021			
Cobal Food Services, LLC	Pflugerville, TX	03/12/2021			
Coca-Cola Refreshments	Dallas, TX	03/12/2021			
Coker Service of Houston, Inc	Humble, TX	03/12/2021			
Comida Vida, Inc.	Fairmont, MN	03/12/2021			
ConAgra Foods, Inc.	Troy, OH	03/12/2021			
Cool Bev. (Cool Beverages of Texas Inc.)	Houston, TX	03/12/2021			
Coolers Inc.	Houston, TX	03/12/2021			
Culinary Standards (RSW Distributors, LLC)	Louisville, KY	03/12/2021			
Curtis 1000	Duluth, GA	03/12/2021			
Danmart, Inc	Houston, TX	03/12/2021			
Darlington (Darlington Cookie Company)	Noblesville, IN	03/12/2021			
dave's baking company (Bake R US inc)	santa monica, CA	03/12/2021			
Del Monte Foods, Inc.	Walnut Creek, CA	03/12/2021			
Dem Dang Doggs, LLC	Houston, TX	03/12/2021			
Devin Distributing and Packaging	Palmhurst, TX	03/12/2021			
DFMi (D&F Marketing Inc.)	Tucker, GA	03/12/2021			
DGR United	houston, TX	03/12/2021			

Diamond Crystal Brands, Inc.	Savannah, GA	03/12/2021	No Bid	04/06/2021	04/06/2021
DiMare Fresh, Inc.	Fort Worth, TX	03/12/2021			
Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)	Tucker, GA	03/12/2021			
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	03/12/2021			
Dominos, LLC	Ann Arbor, MI	03/12/2021			
Double B Foods	Arlington, TX	03/12/2021			
Double 'D' International Food Co., Inc.	Bedford, TX	03/12/2021			
Douglas Equipment (Douglas Food Stores Inc)	Bluefield, WV	03/12/2021	No Bid	03/12/2021	03/12/2021
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)	Plano, TX	03/12/2021			
Dr. Clean Ice Machines	Katy, TX	03/12/2021			
Dream Catcher Learning Academy	Humble, TX	03/12/2021			
Dream Divaz (Toni Cormier)	Houston, TX	03/12/2021			
Dutchboy Food Systems, Inc	Knoxville, TN	03/12/2021			
Dynamic Foods	Lubbock, TX	03/12/2021			
East Pointe Holdings, Inc.	Longview, TX	03/12/2021			
Efficient Consultants	Los Angeles, CA	03/12/2021			
El Campo Refrigeration & Restaurant Supply, Inc	El Campo, TX	03/12/2021			
Elements Food Group Inc.	Montclair, CA	03/12/2021			
Elite Coffee Cafe (Suite Developments LLC)	Houston, TX	03/12/2021			
ELP Enterprises, Inc	Houston, TX	03/12/2021			
Epic Harvest (Epic Harvests LLC)	Jacksonville, FL	03/12/2021			
ES Foods/East Side Entrees	Woodbury, NY	03/12/2021			
FamilyPoint Resources	Houston, TX	03/12/2021			
Fastenal Company	Winona, MN	03/12/2021			
Fat Cat Bakery	Sacramento, CA	03/12/2021			
First Choice Foods	Fort Worth, TX	03/12/2021			
First Place Foods, LLC	Garland, TX	03/12/2021			
Fit Foodz, Inc.	Atlanta, GA	03/12/2021			
Foodscares (Glanbia Nutritionals, Inc.)	Fitchburg, WI	03/12/2021			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	03/12/2021			
Foster Farms (Foster Poultry Farms)	Livingston, CA	03/12/2021			
Franklin Southern Maid Donuts	Houston, TX	03/12/2021			
Frenchy's Sausage Company, Inc.	Houston, TX	03/12/2021			
Fresh Baby LLC	Petoskey, MI	03/12/2021			
Fresh Brew Group (Fresh Brew Group USA LP)	Houston, TX	03/12/2021			
Fresh Provisions, Inc.	Fort Worth, TX	03/12/2021			
Frito-Lay	Plano, TX	03/12/2021			
Frosty Treats (FTI Wholesale, Inc.)	Kansas City, MO	03/12/2021			
FSISW, LLC	Houston, TX	03/12/2021			
Full Filled Project Inc	Plano, TX	03/12/2021			
Fundraising Forever	Katy, TX	03/12/2021			
Fusion Food Marketing & Sales	Houston, TX	03/12/2021			
Gazelle Capital, LLC	Saint Petersburg, FL	03/12/2021			
GDK Go Inc. DBA Dominos Pizza	Houston, TX	03/12/2021			
Gem Food Services Corp.	Rosenberg, TX	03/12/2021			
Gene's Machine, INC.	Victoria, TX	03/12/2021			
Gilman Cheese Corporation	Gilman, WI	03/12/2021			
Glazier Foods Company	Houston, TX	03/12/2021			
Global Coffee Company	Houston, TX	03/12/2021			
Global Equipment Company Inc. (Global Industrial, Global Industrial Equipment)	Buford, GA	03/12/2021			
Global Food Solutions	Hauppauge, NY	03/12/2021			
Global Foods Inc.	Las Vegas, NV	03/12/2021			
Globe Office Products	Houston, TX	03/12/2021			
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	03/12/2021			
Gold Creek Foods, LLC	GAINESVILLE, GA	03/12/2021			
Goldkist, A Pilgrim's Pride Company (Pilgrim's Pride Corporation)	Greeley, CO	03/12/2021			
Good Harbor Fillet Co., LLC	Gloucester, MA	03/12/2021			
Gordon Food Service, Inc.	Grand Rapids, MI	03/12/2021			
Grace Academy Learning Center (Healing the Family, Inc.)	Houston, TX	03/12/2021			
Gregory Packaging	Bethlehem, PA	03/12/2021	No Bid	03/12/2021	03/12/2021
Hadley Farms Bakery	Smithsburg, MD	03/12/2021	Viewed	03/23/2021	

HAH INC	Houston, TX	03/12/2021		
Hallmark Office Products (Graham)	Houston, TX		Viewed	03/18/2021
Hapi Drinks, LLC	Austin, TX	03/12/2021		
Hardie	Houston, TX	03/12/2021		
Hardies Fruit & Vegetable Co. Houston-LP	Dallas, TX	03/12/2021		
Harris School Solution	Niagra Falls, NY	03/12/2021		
Harvest Hill.	Stamford, CT	03/12/2021		
Hawaiian Fruit Freeze (Howie Tropical Flurry Drink, Inc.)	Pflugerville, TX	03/12/2021		
HCDE CPC	Houston, TX		Viewed	04/08/2021
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	03/12/2021		
Healthy Lunch Box	Houston, TX	03/12/2021		
Heart Nation Inc	Humble, TX	03/12/2021		
Heart of Texas Biscuits	Waco, TX	03/12/2021		
Heart of Texas Biscuits (Heart of Texas Biscuits Inc.)	Waco, TX	03/12/2021	No Bid	03/22/2021 03/22/2021
HELPING HANDS FITNESS AND NUTRITION	BELLAIRE, TX	03/12/2021		
HERITAGE FOOD SERVICE EQUIPMENT INC	FORT WAYNE, IN	03/12/2021		
Hickory Hollow Restaurant (Bayou BBQ Inc.)	houston, TX	03/12/2021		
HIGH LINER FOODS	Portsmouth, NH	03/12/2021		
Hiland Dairy Foods Company	Dallas, TX	03/12/2021		
Hill Country Dairies, Inc.	Austin, TX	03/12/2021	Viewed	03/15/2021
Hillyard Texas (Hillyard, Inc.)	San Antonio, TX	03/12/2021		
Hinsdale Farms	Bristol, IN	03/12/2021		
HiTouch Business Services	LaVergne, TN		Viewed	04/08/2021
Horizon Snack Foods, Inc	Livermore, CA	03/12/2021		
Hormel	Austin, MN	03/12/2021		
Horns Crew Trucking (Alvin Horn)	Longview, TX	03/12/2021		
Houston Laser & Chemical Supply Inc	CYPRESS, TX	03/12/2021		
Houston Urban Debate League	Houston, TX	03/12/2021		
HPC Foodservice (Hartford Provision Company)	South Windsor, CT	03/12/2021		
Hungry's Cafe & Bistro	Houston, TX	03/12/2021		
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	03/12/2021		
Icelandic USA, Inc	Newport News, VA	03/12/2021		
Idaho Pacific	Ririe, ID	03/12/2021		
Idahoan Foods, LLC	Idaho Falls, ID	03/12/2021		
Innoseal Systems	Charlotte, NC	03/12/2021		
Integrated Food Service (Let's Do Lunch, Inc)	Gardena, CA	03/12/2021	Viewed	03/12/2021
Interflex Inc	West Reading, PA	03/12/2021	Viewed	03/15/2021
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)	Orrville, OH	03/12/2021		
J.O.Y. Foods, Inc.	Dallas, TX	03/12/2021		
J.R. Simplot Company	Boise, ID	03/12/2021		
Jake's Finer Foods	Houston, TX	03/12/2021		
Jean's Restaurant Supply (TARI INC)	Corpus Christi, TX	03/12/2021		
Jennie-O Turkey Store Sales, LLC	Willmar, MN	03/12/2021	Viewed	03/12/2021
JES Restaurant Equipment	Greenwood, SC	03/12/2021		
JNSFOODS	tamarac, FL	03/12/2021		
John Williams (Mrs litha child care center)	La porte, TX	03/12/2021		
Jones-Neitzel Co	Dallas, TX	03/12/2021		
Jonny Pops, LLC	St. Louis Park, MN	03/12/2021		
jp ice cream (ja-en enterprises)	Pharr, TX	03/12/2021		
JTM Food Group (J.T.M. Provision's Company, Inc)	Harrison, OH	03/12/2021	Viewed	04/06/2021
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	03/12/2021		
Karlsburger	Monticello, MN	03/12/2021		
KD Acquisition I, LLC dba Kings Delight (Kings Delight)	Gainesville, GA	03/12/2021		
Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	03/12/2021		
Kent Precision Foods Group	St. Louis, MO	03/12/2021		
KEYIMPACT SALES & SYSTEMS	AUSTIN, TX	03/12/2021	Viewed	03/12/2021
KeyImpact Sales & Systems, Inc.	Pasadena, TX	03/12/2021		
Kings Delight	Gainesville, GA	03/12/2021		
Kitchen Resources, L.P.	Harlingen, TX	03/12/2021		
Klement Ice Cream Vendors (Karl Klement Properties, Inc.)	Decatur, TX	03/12/2021		
Kommerical Kitchens (Terry Woodard Enterprises, Inc)	Beaumont, TX	03/12/2021		

Kraft Heinz Foods Company	Pittsburgh, PA	03/12/2021			
Kurz & Co.	Houston, TX	03/12/2021	No Bid	04/07/2021	04/07/2021
La Brisa Ice Cream Co (Guadalupe Flores)	Houston, TX	03/12/2021			
Labatt Food Service	San Antonio, TX	03/12/2021			
Lakeland Dallas (LMI Enterprises LLC)	Allen, TX	03/12/2021	Viewed	03/13/2021	
Lakeland Marketing	Spring, TX	03/12/2021	Viewed	03/15/2021	
Lamb Weston	Eagle, IL	03/12/2021	Viewed	03/12/2021	
Land O'Lakes/Advantage Waypoint LLC (Land O'Lakes)	Tampa, GA	03/12/2021	Viewed	03/15/2021	
Lange Distributing Company Incorporated	Bryan, TX	03/12/2021	Viewed	04/09/2021	
Launch Point CDC, Inc.	Houston, TX	03/12/2021			
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	03/12/2021			
Levy's Tutorial and Enrichment Center (Mary Baumann)	Houston, TX		No Bid	04/01/2021	04/01/2021
Liberty Office Products (Liberty Data Products, Inc)	Houston, TX	03/12/2021			
Lighthouse Groups LLC	Saint Louis, MO	03/12/2021			
Little Ones Daycare	Pasadena, TX	03/12/2021			
Lockridge Packaging, LLC	Friendswood, TX	03/12/2021			
Lone Star Coffee LLC	Houston, TX	03/12/2021			
Lone Star Fire & Safety LLC	Cleveland, TX		Viewed	03/16/2021	
Lott Marketing	Houston, TX	03/12/2021			
Luna's Kitchen LLC	San Antonio, TX	03/12/2021			
Lux Bakery, Inc.	SAN ANTONIO, TX	03/12/2021	Viewed	04/06/2021	
M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)	Santa Fe Springs, CA	03/12/2021	No Bid	03/12/2021	03/12/2021
Magic Seasoning Blends, LLC	New Orleans, LA	03/12/2021			
Maid-Rite Specialty Foods, LLC	Dunmore, PA	03/12/2021			
Manhattan Beach Cream'wich LLC	Los Alamitos, CA	03/12/2021	No Bid	03/22/2021	03/22/2021
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)	HOUSTON, TX	03/12/2021			
Masters Distribution (The Masters Distribution Systems Company, Inc.)	Arlington, TX	03/12/2021	Submitted	04/08/2021	04/08/2021
MAVICH	Southlake, TX		Viewed	03/29/2021	
McLane Global	Houston, TX	03/12/2021			
McLean Marketing	Boerne, TX	03/12/2021	Viewed	03/12/2021	
Mcliff Vending & Office Coffee Service (Mcliff Partner, LTD)	Austin, TX	03/12/2021			
McNair Packaging	westfield, MA	03/12/2021			
Mendoza Fresh Produce	Houston, TX	03/12/2021			
MERCER TECHNOLOGIES FIRM	Gary, IN		Viewed	03/15/2021	
Metroplex Ice Machines, LLC	San Antonio, TX	03/12/2021	Viewed	03/12/2021	
Michael Foods Inc.	Minnetonka, MN	03/12/2021			
Millunzi & Associates	The Woodlands, TX	03/12/2021			
Monocoque Diversified Interest	Austin, TX	03/12/2021			
MoonLyte Treats LLC	houston, TX	03/12/2021			
Mrs. Clark's Foods (MCF Operating LLC)	Ankeny, IA	03/12/2021			
Muffin Town (JSB Industries, Inc.)	Chelsea, MA	03/12/2021			
Multi Foods, LLC (Bento Foods)	Houston, TX	03/12/2021	Submitted	04/08/2021	04/08/2021
Mustang Custom Foods LLC	Dallas, TX	03/12/2021			
Nardone Bros Baking Co Inc.	Wilkes Barre, PA	03/12/2021			
National Food Group, Inc	Novi, MI	03/12/2021			
National Restaurant Supply	El Paso, TX	03/12/2021			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	03/12/2021			
Newton Brokerage (Marguerite D. Newton)	Houston, TX	03/12/2021			
Nicho Produce Co., Inc.	Edinburg, TX	03/12/2021			
Nieto Technology Partner	Spring, TX		Viewed	03/23/2021	
No Touch Easy Gloves	HOUSTON, TX	03/12/2021			
Nogales Produce Inc.	Dallas, TX	03/12/2021			
NORDCO Marketing, Inc.	The Woodlands, TX	03/12/2021			
Northbourne Food Suppliers	Houston, TX	03/12/2021			
notables	Brooklyn Center, MN	03/12/2021	Viewed	04/01/2021	
NT Printing Services	Houston, TX	03/12/2021			
NU Health Foods, LLC	Marina Del Rey, CA	03/12/2021			
OAK FARMS DAIRY	Houston, TX	03/12/2021			
One More Round Inc	Houston, TX	03/12/2021	No Bid	03/17/2021	03/23/2021

Otis Spunkmeyer LLC	San Leandro, CA	03/12/2021			
Out of the Shell DBA Yangs 5th Taste	South El Monte, CA	03/12/2021	No Bid	03/15/2021	03/15/2021
Ozarka (Nestle Waters North America)	Stamford, CT	03/12/2021	Submitted	04/09/2021	04/09/2021
Papa John's (GFPM LLC)	Houston, TX	03/12/2021			
Papa John's Pizza (Houston Pizza Venture, LP)	Houston, TX	03/12/2021			
PAPA JOHN'S PIZZA (ZKS VENTURES INC)	PASADENA, TX	03/12/2021			
Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)	Pearland, TX	03/12/2021			
PASCO BROKERAGE, INC.	PLANO, TX	03/12/2021	Viewed	03/12/2021	
Patterson Medical Supply Inc.	Warrenville, IL	03/12/2021			
Payton's Blend (Payton's Blend LLC)	Houston, TX	03/12/2021			
PepsiCo	Houston, TX	03/12/2021	Viewed	03/15/2021	
PepsiCo Foodservice	Spring, TX	03/12/2021			
Perdue Foods LLC	Salisbury, MD	03/12/2021			
Perfect Parfait Holdings LLC	Plano, TX	03/12/2021			
PFG Victoria (Vistar Corporation)	Cenninnet, CO	03/12/2021			
PHD Resources & Taxes	Houston, TX	03/12/2021			
Phil-Paul Tax Services	Houston, TX	03/12/2021			
Pollock	Grand Prairie, TX	03/12/2021			
PopSmart Technologie, LLC (PopSmart Technologies,LLC)	Farmers Branch, TX		No Bid	03/31/2021	03/31/2021
PPE Supply Pro	Miami, FL	03/12/2021			
Preferred Meal Systems, Inc	Berkeley, IL	03/12/2021			
Preferred Packaging Sales & Service (Sycamore Sales Inc.)	Norcross, GA	03/12/2021			
Preschool Express Learning Academy	Humble, TX	03/12/2021			
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	03/12/2021			
Pro Beverage Solutions, LLC	Austin, TX	03/12/2021			
Proview Foods LLC	Gainseville, GA	03/12/2021			
Quality Star Products Ltd.	Garland, TX	03/12/2021			
Quantum Foods, LLC	Bolingbrook, IL	03/12/2021			
Rainbow Water Purification	Houston, TX	03/12/2021			
Ramos & Harrison	Corpus Christi, TX	03/12/2021			
Rapids Wholesale (Dascoa)	Marion, IA	03/12/2021			
Red Gold, LLC (Calfed Financial Corporation) refresh LLC	Orestes, IN	03/12/2021			
	beaumont, TX	03/12/2021			
Remy Dillenseger	Houston, TX		No Bid	04/06/2021	04/06/2021
Revolution Foods, Inc.	Oakland, CA	03/12/2021			
REXCO FOODS LLC	The Woodlands, TX	03/12/2021			
Rich Chicks, LLC	Tracy, CA	03/12/2021			
Rich Products Corporation	Buffalo, NY	03/12/2021			
Ricos Products	San Antonio, TX	03/12/2021			
Rising Star Academy	Houston, TX	03/12/2021			
River City Produce Co., Inc	San Antonio, TX	03/12/2021			
Rodriguez Foods LTD	Fort worth, TX	03/12/2021			
Rose & Shore	Vernon, CA	03/12/2021			
Ruiz Food Products, Inc.	Dinuba, CA	03/12/2021			
S & H Impex	Plano, TX	03/12/2021			
S.A. Piazza & Associates, LLC	Clackamas, OR	03/12/2021			
Sargent Foods LLC	Sarasota, FL	03/12/2021			
Savory Life, LLC	Atlantic Beach, FL	03/12/2021			
School Choices	Spring, TX	03/12/2021			
Schreiber Foods Inc	Green Bay, WI	03/12/2021			
SCHREIBER FOODS INTERNATIONAL	Upper Saddle River, NJ	03/12/2021			
Schwan's Food Service, Inc.	Marshall, MN	03/12/2021	No Bid	03/12/2021	03/12/2021
Shepherd Food Equipment (Crazy Cousins, Inc.)	Dallas, TX	03/12/2021			
SilverLine Distributors	Houston, TX	03/12/2021			
SimplyMeats Traceable Distribution	Bronx, NY	03/12/2021			
SKILLASTICS (SANDY SPIN SLADE INC)	CORONA, CA	03/12/2021			
Smart Beverage Inc / DBA Thirsty Coconut Inc	Kansas City, MO	03/12/2021			
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	03/12/2021			
Smart Scholars Foundation	Houston, TX	03/12/2021			
SnackKit (William Cole Distribution)	Spring, TX	03/12/2021			
SOMMA Food Group, LLC	Dallas, TX	03/12/2021			
South Mill Mushroom Sales	Kennett Square, PA	03/12/2021			
Southwest Foodservice Excellence	Scottsdale, AZ	03/12/2021			
Sparkletts (DS Waters) (DS WATERS OF AMERICA, INC.)	ATLANTA, GA	03/12/2021	Submitted	04/09/2021	04/09/2021

Spur Employment, Inc.	HUNTSVILLE, AL	03/12/2021			
Stampede Meat, Inc	Bridgeview, IL	03/12/2021			
Stellar Trading Inc	Katy, TX	03/12/2021			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	03/12/2021			
Stockwell	Oakland, CA	03/12/2021			
Summit Food Brokers (Eichenlaub, Inc)	Spring, TX	03/12/2021			
SUNNY SKY PRODUCTS (SUNNY SKY PRODUCTS, LLC)	Houston, TX	03/12/2021			
SunOpta Foods, Inc.	Edina, MN	03/12/2021			
Super Bakery	Cleveland, OH	03/12/2021	No Bid	03/15/2021	03/15/2021
Superior Bean And Seed (E & J AGRI, INC.)	SUDAN, TX	03/12/2021			
Sweet Chills Brands (Sweet Chills LLC)	Murrieta, CA	03/12/2021			
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)	Houston, TX	03/12/2021			
Synergy-Enterprises	Addison, TX	03/12/2021			
Sysco Houston, Inc.	Houston, TX	03/12/2021			
TABATCHNICK FINE FOODS, INC.	SOMERSET, NJ	03/12/2021			
Tampa Maid Foods, Inc	Lakeland, FL	03/12/2021			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	03/12/2021			
Texas Blue Springs Distributors LLLP	Tomball, TX	03/12/2021			
Texas Food Service Equipment Supply	Houston, TX	03/12/2021			
Texas Superior Water Company (Texas Superior Water, Inc.)	Jasper, TX	03/12/2021			
TexBel Farms International, LLC	Houston, TX	03/12/2021			
The Core Group	Chino, CA	03/12/2021			
The Daily Java (Java Enterprises Inc.)	Dallas, TX	03/12/2021			
THE FATHERS TABLE	Sanford, FL	03/12/2021			
The Healthy School Food Collaborative	New Orleans, LA	03/12/2021			
The Heart of God Restoration Ministry	Houston, TX	03/12/2021			
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	03/12/2021			
The Resilient Group	Houston, TX	03/12/2021			
The Safe + Fair Food Company	Chicago, IL	03/12/2021			
The School Group	cypress, TX	03/12/2021			
THIRD COAST FRESH	HOUSTON, TX	03/12/2021			
TMB Screen Printing & Embroidery Spring	Spring, TX	03/12/2021			
Trentino Gelato (Trentino Wholesaling LTD)	Houston, TX	03/12/2021			
Trident Beverage	Houston, TX	03/12/2021	Submitted	04/08/2021	04/08/2021
Trident Marketing	Katy, TX	03/12/2021			
Trident Seafoods	Seattle, WA	03/12/2021			
Tropical Flurry LLC (IAF Beverage LLC)	Dallas, TX	03/12/2021			
True Brew Enterprises	Plano, TX	03/12/2021			
Truitt Family Foods	Salem, OR	03/12/2021			
Tyson Prepared Foods, Inc.	Springdale, AR	03/12/2021			
U. S. WHOLESALE PRODUCTS	SAN ANTONIO, TX	03/12/2021			
Ultra Pure Solutions (UPS, Inc.)	Houston, TX	03/12/2021			
UNIFRESH, INC	SAN ANTONIO, TX	03/12/2021			
Unistraws, LLC	Farmers Branch, TX	03/12/2021	Viewed	03/12/2021	
UNITED Sales & Service	Arvada, CO	03/12/2021			
Uno Foods, Inc.	Brockton, MA	03/12/2021			
Veritiv (formerly Unisource) (Veritiv Operating Company)	Dallas, TX	03/12/2021			
Visual Arts Productions	Houston, TX	03/12/2021			
VMP Nutrition, LLC	Fort Worth, TX	03/12/2021			
Wally Water Production Company	Scottsdale, AZ		Unsubmitted	03/30/2021	
Wawona Frozen Foods	Clovis, CA	03/12/2021			
Werk U Out training	alvin, TX	03/12/2021			
Whaley Foodservice LLC	Lexington, SC	03/12/2021			
Whitlock Packaging	Tulsa, OK	03/12/2021			
WNA Atrium Packaging	Houston, TX	03/12/2021			
www.hki.com (H&K International Inc)	Mesquite, TX	03/12/2021			
Wylie Construction Services	Humble, TX		No Bid	04/01/2021	04/01/2021
Zummos Meat Company	Beaumont, TX	03/12/2021			

External Invitations

Regular Board Meeting**6.E.3.**

Meeting Date: May 19, 2021
Title: Contract Renewal for 20/036TP for Commercial Food Distributor
Submitted For: Jeff Drury, Choice Partners **Submitted By:** Laura Sprehe
Recommended Action: **HCDE Goal(s):**
Additional Resource **Facilities/Technology**
Personnel: **Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of a Contract Renewal option for job no. 20/036TP for Commercial Food Distributor with the following vendors: Gordon Food Service, Inc (#20/036TP-01) and Labatt Institutional Supply Company dba Labatt Food Service LLC (#20/036TP-02) for the period 08/01/2021 through 07/31/2022.

Subject:

Choice Partners; Contract Renewal; Commercial Food Distributor; Revenue Generating

Rationale:

The process enacted was Request for Proposals. Two hundred forty-seven (247) invitations were extended for proposals. Three (3) responses were received and two (2) were awarded. HCDE/Choice Partners contract no. 20/036TP was awarded for one (1) year from 08/01/2020 to 07/31/2021. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 08/01/2021 to 07/31/2022 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 20/036TP will be an administrative fee of one percent (1%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Gordon Food Service Renewal Letter
 Labatt Food Service Renewal Letter

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	04/23/2021 04:00 PM
Purchasing Alternate	Yaritza Roman	04/27/2021 02:00 PM
Purchasing	Kendra Jackson	04/28/2021 08:43 AM
Assistant Superintendent - Business	Jesus Amezcua	05/03/2021 11:08 PM
Form Started By: Laura Sprehe		Started On: 04/20/2021 12:29 PM
Final Approval Date: 05/03/2021		

March 11, 2021

Subject: Contract Renewal for 20/036TP Commercial Food Distributor for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2021**. This contract has three (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2021**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> by **April 19, 2021 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Prestigiacomio at 713-696-0742 or e-mail to trish@choicepartners.org or contact Laura Sprehe at 713-696-8213 or e-mail to laura@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Gordon Food Service, Inc
Authorized Signature:	<i>Bradley King</i>
Print Name:	Brad King
Title:	Bid Department Supervisor
Date:	4/14/2021
Address:	1300 Gezon Parkway SW
City, State, Zip Code:	Wyoming MI 49509
Phone:	616-717-6657
Email Address:	Brad.King@gfs.com



March 11, 2021

Subject: Contract Renewal for 20/036TP Commercial Food Distributor for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2021**. This contract has three (3) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2021**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> by **April 19, 2021 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Trisha Prestigiacomio at 713-696-0742 or e-mail to trish@choicepartners.org or contact Laura Sprehe at 713-696-8213 or e-mail to laura@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Labatt Food Service
Authorized Signature:	Chad McGee
Print Name:	Chad McGee
Title:	Sales Representative
Date:	3/29/2021
Address:	4500 Industry Park Dr.
City, State, Zip Code:	San Antonio, TX 78213
Phone:	800-324-8732
Email Address:	cmcgee@labattfood.com



Regular Board Meeting

6.E.4.

Meeting Date: May 19, 2021

Title: Contract Award for 21/036TP Dairy and Other Related Products

Submitted For: Jeff Drury, Choice Partners **Submitted By:** Melissa Wilder

Recommended Action: Approve **HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Trisha Prestigiacom, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua **Facilities/Technology Approval Needed?:** None

Information

Posted Agenda Item:

Consider approval of the Contract Award for Choice Partners job no. 21/036TP for Dairy and Other Related Products with the following vendor: New Dairy HoldCo, LLC dba Borden Dairy (21/036TP-01) for the period 08/1/2021 through 7/31/2022.

Subject:

Choice Partners Cooperative; Contract Award; Food Contract; Revenue Generating

Rationale:

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Dairy and Other Related Products to HCDE/Choice Partners members.

Three hundred and five (305) invitations were extended for proposals. Two (2) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 21/036TP. All responses that met the criteria and requirements of the RFP were evaluated and scored. One (1) vendor was non-awarded and one (1) vendor offering the best value to HCDE/Choice Partners and its members were selected for award.

Choice Partners recommends award of a one (1) year contract from 08/1/2021 to 07/31/2022 to the vendor stated above in Posted Agenda Item. Contract no 21/036TP has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 21/036TP will be an administrative fee of one percent (1%). The contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

Committee Recommendation 21-036TP

Evaluation Summary

Participation List 21-036TP

Inbox

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Melissa Wilder
Final Approval Date: 05/03/2021

Reviewed By

Jeff Drury
Yaritza Roman
Kendra Jackson
Jesus Amezcua

Date

04/23/2021 04:08 PM
04/27/2021 12:51 PM
04/28/2021 08:53 AM
05/03/2021 11:08 PM
Started On: 04/20/2021 01:37 PM



**Harris County Department of Education
Choice Partners
Proposal Recommendation Form
Program Review**

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Division
From: Recommendation Committee

Christopher Kamradt	Spring Branch ISD
Ashley Phelps	Humble ISD
Elizabeth Pietzsch	Tarrant County
Ralph Wilkins	La Porte ISD

Job (Bid or RFP#) and Name:	21/036TP	Dairy and Other Related Products
Board Meeting Date:	5/19/2021	
Date:	4/19/2021	

Procurement Requirements Available:

Check One	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
_____	Over \$50,000 (per CH Local)
_____ <u>X</u>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & Director)

Justification:

(Any information that pertains to this job (bid or RFP))

21/036TP Dairy and Other Related Products

Choice Partners members will utilize this contract for Dairy and Other Related Products

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to	<u>305</u>	vendors
HCDE received	<u>2</u>	responses (see attached evaluation summary).

Recommendation:

HCDE is recommending with Choice Partners Cooperative for New Dairy HoldCo, LLC dba Borden Dairy.



**Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee**

[This form is used to document due diligence by Recommendation Committee]

To: Recommendation Committee
From Choice Partners - Contract Manager: Trisha Prestigiacomo
Job (Bid or RFP) # and Name: 21/036TP
Dairy and Other Related Products
Board Meeting Date: 5/19/2021
Today's Date: 4/19/2021

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

- Buyer Certification
- Bid Tabulation
- Copy of the Job (Bid or RFP) responses
- Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

Signed Certification and Recommendation Form

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

Agenda Item (Prepared by Buyer handling the job/bid or RFP)

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



Harris County Department of Education
Choice Partners
Effectiveness and Compliance Review Form

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Audit File and Jesus J. Amezcua, CPA,
Assistant Supt. for Business
From Contract Manager: Trisha Prestigiacomio
Purchasing Dept: Kendra Jackson, Assistant Director
Job- Bid or RFP# and Name: 21/036TP
Dairy and Other Related Products
Board Meeting Date: 5/19/2021
Date: 4/19/2021

Procurement Requirements Available:

	<u>Check One</u>
_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
_____	Over \$50,000 (per CH Local)
X	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

#21/036TP

Dairy and Other Related Products

Evaluation Criteria	Total Weighted Value	Borden Dairy	Oak Farms							
Averages										
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage	40	37	23.75							
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	20	19.5	19.25							
(3) Quality of Vendor's products/services and extent to which the	25	23	20							
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	0	0							
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service	5	5	5							
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0	0							
(7) Vendor's past relationship with HCDE/CP	5	5	1.75							
(8) Marketing Plan	5	5	5							
Evaluators: Total	100	94.50	74.75							
Chris Kamradt Ashley Phelps Elizabeth Pietzch Ralph Wilkins		Invitations sent to 305 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>Contract</u></td> <td style="text-align: center;"><u>Vendor</u></td> </tr> <tr> <td style="text-align: center;">21/036TP -01</td> <td style="text-align: center;">New Dairy HoldCo, LLC dba Borden</td> </tr> </table>					<u>Contract</u>	<u>Vendor</u>	21/036TP -01	New Dairy HoldCo, LLC dba Borden
<u>Contract</u>	<u>Vendor</u>									
21/036TP -01	New Dairy HoldCo, LLC dba Borden									
Non-Responsive	0									
Non-Awarded	1									
Award Threshold of 75	1									
Total Responses	2									

Harris County Department of Education

Participation Detail as of 4/12/2021 02:29:57 PM (CT)

Bid Information

Bid Creator Trisha Prestigiacomo
 Email tjensen@hcde-texas.org
 Phone 713 (696) 0742
 Fax

Bid Number 21/036TP
 Title Dairy and Other Related Products
 Bid Type Request for Proposal
 Issue Date 3/12/2021 03:27 PM (CT)
 Close Date 4/12/2021 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
11791 (Tasty Brands) (Tasty Brands)	Syosset, NY	03/12/2021			
23 THRU ME LLC (23 THRU ME)	Houston, TX	03/12/2021			
365 Paving & Construction LLC	Mission, TX	03/12/2021			
A.F. Import & Wholesale Co.	Houston, TX	03/12/2021			
AAA Painting	Houston, TX	03/12/2021			
Adams County Dairies (Richle Young Inc.)	Fort Worth, TX	03/12/2021			
Advance Pierre Foods	Blue Ash, OH	03/12/2021			
Advance Sales	Houston, TX	03/12/2021			
Advance Sales & Marketing	Dallas, TX	03/12/2021			
AdvancePierre Foods	Cincinnati, OH	03/12/2021			
Advantage office products	Houston, TX	03/12/2021			
Albie's Foods Products, LLC (AFP Holding, LLC)	Gaylord, MI	03/12/2021			
All American Poly	Piscataway, NJ	03/12/2021			
Alpha Foods Co.	Waller, TX	03/12/2021	Viewed	03/26/2021	
American Foods Group (Skylark Meats Brands Division)	Omaha, NE	03/12/2021			
American Pride Paper and Plastic	Lakewood, NJ	03/12/2021			
American Pride Seafoods LLC (American Seafoods International LLC)	New Bedford, MA	03/12/2021			
AmeriQual Group LLC	Evansville, IN	03/12/2021			
Aogo Tech Services	Richmond, TX	03/12/2021			
Apple & Eve	Carneys Point, NJ	03/12/2021	Viewed	03/15/2021	
Asian Food Solutions (Chinese Food Solutions, Inc)	Oviedo, FL	03/12/2021	Viewed	03/12/2021	
B2BDistribut, Inc.	Austin, TX	03/12/2021			
Bake Crafters Food Company	Collegedale, TN	03/12/2021	Viewed	03/12/2021	
Barfresh, Inc	Los Angeles, CA	03/12/2021			
Bearing Fruit Early Childhood Training	HOUSTON, TX	03/12/2021			
Ben E Keith Foods (Ben E Keith Company)	Fort Worth, TX	03/12/2021			
BenCheri Educational Center	Houston, TX	03/12/2021			
Berk Enterprises	Warren, OH	03/12/2021			
Best Express Foods	Cincinnati, OH	03/12/2021			
Blencor LLC	Sealy, TX	03/12/2021			
BlueBonnet DSD Irving Inc.	Irving, TX	03/12/2021	Viewed	03/22/2021	
BMHR - Better Man HR LLC	SAN ANTONIO, TX	03/12/2021			
Bongard's Premium Cheese (Bongards' Creameries)	CHANHASSEN, MN	03/12/2021	No Bid	03/16/2021	04/06/2021
Borden Dairy Company	Houston, TX	03/12/2021	Submitted	04/09/2021	04/09/2021
BRAUN BEEF CO. INC	SAN ANTONIO, TX	03/12/2021			
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	03/12/2021			
Briar Patch	Houston, TX	03/12/2021			
Bridge Point Integrated Services	Houston, TX	03/12/2021			
BRIGHTER FUTURE, INC.	Houston, TX	03/12/2021			
Brookwood Farms Inc	Siler City, NC	03/12/2021			

Brothers Produce	Freindswood, TX	03/12/2021		
Brothers Produce of Dallas Inc.	Garland, TX	03/12/2021		
BTE Giftware Store (BTE Import-Export)	San Antonio, TX	03/12/2021		
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	03/12/2021		
Buena Vista Foods (Sterling Foods)	Azusa, CA	03/12/2021	Viewed	03/25/2021
Burkett Business	Liberty Hill, TX	03/12/2021		
Butterball (Butterball, LLC)	Garner, NC	03/12/2021	No Bid	03/15/2021 03/15/2021
Cafe Favorites (W.A. Kretch Co., LLC)	Lakeland, FL	03/12/2021		
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX	03/12/2021		
Cargill Kitchen Solutions	Monticello, MN	03/12/2021	Viewed	03/15/2021
Cargill Meat Solutions	Wichita, KS	03/12/2021		
Cargill Meat Solutions Corporation	Wichita, KS	03/12/2021		
CC Distributors, Inc.	Corpus Christi, TX	03/12/2021		
Cebev LLC/Juice Bowl	Boca Raton, FL	03/12/2021		
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	03/12/2021		
Chef's Corner Foods (Omnibus Trading Corp)	Grapevine, TX	03/12/2021		
Child Care Associates	FORT WORTH, TX	03/12/2021		
CHURCHFIELD TRADING CO	SANTA YNEZ, CA	03/12/2021		
Cibus Brokerage	San Antonio, TX	03/12/2021	Viewed	03/12/2021
CINPAK INC.	SAN ANTONIO, TX	03/12/2021		
Cisneros Packing Co., Inc.	Raymondville, TX	03/12/2021		
Citadel Enterprises Inc	San Jose, CA	03/12/2021		
Cobal Food Services, LLC	Pflugerville, TX	03/12/2021		
Coca-Cola Refreshments	Dallas, TX	03/12/2021		
Comida Vida, Inc.	Fairmont, MN	03/12/2021		
ConAgra Foods, Inc.	Troy, OH	03/12/2021		
Culinary Standards (RSW Distributors, LLC)	Louisville, KY	03/12/2021		
Danmart, Inc	Houston, TX	03/12/2021		
Darlington (Darlington Cookie Company)	Noblesville, IN	03/12/2021		
dave's baking company (Bake R US inc)	santa monica, CA	03/12/2021		
Del Monte Foods, Inc.	Walnut Creek, CA	03/12/2021		
Dem Dang Doggs, LLC	Houston, TX	03/12/2021		
Devin Distributing and Packaging	Palmhurst, TX	03/12/2021		
DFMi (D&F Marketing Inc.)	Tucker, GA	03/12/2021		
DGR United	houston, TX	03/12/2021		
Diamond Crystal Brands, Inc.	Savannah, GA	03/12/2021		
DiMare Fresh, Inc.	Fort Worth, TX	03/12/2021		
Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)	Tucker, GA	03/12/2021		
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	03/12/2021		
Dominos, LLC	Ann Arbor, MI	03/12/2021		
Double B Foods	Arlington, TX	03/12/2021		
Double 'D' International Food Co., Inc.	Bedford, TX	03/12/2021		
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)	Plano, TX	03/12/2021		
Dutchboy Food Systems, Inc	Knoxville, TN	03/12/2021		
Dynamic Foods	Lubbock, TX	03/12/2021		
Efficient Consultants	Los Angeles, CA	03/12/2021		
Elements Food Group Inc.	Montclair, CA	03/12/2021		
Elite Coffee Cafe (Suite Developments LLC)	Houston, TX	03/12/2021		
Environmental Disinfection Management, LLC	Spring, TX		Viewed	04/01/2021
Epic Harvest (Epic Harvests LLC)	Jacksonville, FL	03/12/2021		
ES Foods/East Side Entrees	Woodbury, NY	03/12/2021	Viewed	03/12/2021
FamilyPoint Resources	Houston, TX	03/12/2021		
Fat Cat Bakery	Sacramento, CA	03/12/2021	Viewed	03/24/2021
First Choice Foods	Fort Worth, TX	03/12/2021		
First Place Foods, LLC	Garland, TX	03/12/2021		
Fit Foodz, Inc.	Atlanta, GA	03/12/2021		
Foodscapes (Glanbia Nutritionals, Inc.)	Fitchburg, WI	03/12/2021		
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	03/12/2021		
Foster Farms (Foster Poultry Farms)	Livingston, CA	03/12/2021		
Franklin Southern Maid Donuts	Houston, TX	03/12/2021		
Frenchy's Sausage Company, Inc.	Houston, TX	03/12/2021		
Fresh Provisions, Inc.	Fort Worth, TX	03/12/2021		
Frito-Lay	Plano, TX	03/12/2021		
Frosty Treats (FTI Wholesale, Inc.)	Kansas City, MO	03/12/2021		

FSISW, LLC	Houston, TX	03/12/2021		
Full Filled Project Inc	Plano, TX	03/12/2021		
Fusion Food Marketing & Sales	Houston, TX	03/12/2021	Viewed	03/23/2021
Gazelle Capital, LLC	Saint Petersburg, FL	03/12/2021		
GDK Go Inc. DBA Dominos Pizza	Houston, TX	03/12/2021		
Gem Food Services Corp.	Rosenberg, TX	03/12/2021		
Gene's Machine, INC.	Victoria, TX	03/12/2021		
Gilman Cheese Corporation	Gilman, WI	03/12/2021		
Glazier Foods Company	Houston, TX	03/12/2021		
Global Coffee Company	Houston, TX	03/12/2021		
Global Food Solutions	Hauppauge, NY	03/12/2021		
Global Foods Inc.	Las Vegas, NV	03/12/2021		
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	03/12/2021		
Gold Creek Foods, LLC	GAINESVILLE, GA	03/12/2021		
Goldkist, A Pilgrim's Pride Company (Pilgrim's Pride Corporation)	Greeley, CO	03/12/2021		
Good Harbor Fillet Co., LLC	Gloucester, MA	03/12/2021		
Gordon Food Service, Inc.	Grand Rapids, MI	03/12/2021		
Grace Academy Learning Center (Healing the Family, Inc.)	Houston, TX	03/12/2021		
Hadley Farms Bakery	Smithsburg, MD	03/12/2021	Viewed	03/23/2021
HAH INC	Houston, TX	03/12/2021		
Hardie	Houston, TX	03/12/2021		
HARDIES FRESH FOODS	HOUSTON, TX		Viewed	03/22/2021
Hardies Fruit & Vegetable Co. Houston-LP	Dallas, TX	03/12/2021		
Harris School Solution	Niagra Falls, NY	03/12/2021		
Harvest Hill.	Stamford, CT	03/12/2021		
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	03/12/2021		
Healthy Lunch Box	Houston, TX	03/12/2021		
Heart Nation Inc	Humble, TX	03/12/2021		
Heart of Texas Biscuits	Waco, TX	03/12/2021		
Heart of Texas Biscuits (Heart of Texas Biscuits Inc.)	Waco, TX	03/12/2021	No Bid	03/22/2021 03/22/2021
HIGH LINER FOODS	Portsmouth, NH	03/12/2021		
Hiland Dairy Foods Company	Dallas, TX	03/12/2021		
Hill Country Dairies, Inc.	Austin, TX	03/12/2021	Viewed	03/15/2021
Hinsdale Farms	Bristol, IN	03/12/2021		
Horizon Snack Foods, Inc	Livermore, CA	03/12/2021		
Hormel	Austin, MN	03/12/2021		
Horns Crew Trucking (Alvin Horn)	Longview, TX	03/12/2021		
Houston Urban Debate League	Houston, TX	03/12/2021		
HPC Foodservice (Hartford Provision Company)	South Windsor, CT	03/12/2021		
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	03/12/2021		
Icelandic USA, Inc	Newport News, VA	03/12/2021		
Idaho Pacific	Ririe, ID	03/12/2021		
Idahoan Foods, LLC	Idaho Falls, ID	03/12/2021	Viewed	03/25/2021
Innoseal Systems	Charlotte, NC	03/12/2021		
Integrated Food Service (Let's Do Lunch, Inc)	Gardena, CA	03/12/2021	Viewed	03/12/2021
Interflex Inc	West Reading, PA	03/12/2021	Viewed	03/15/2021
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)	Orrville, OH	03/12/2021		
J.O.Y. Foods, Inc.	Dallas, TX	03/12/2021		
J.R. Simplot Company	Boise, ID	03/12/2021		
Jake's Finer Foods	Houston, TX	03/12/2021		
Jennie-O Turkey Store Sales, LLC	Willmar, MN	03/12/2021	Viewed	03/12/2021
JNSFOODS	tamarac, FL	03/12/2021		
John Williams (Mrs litha child care center)	La porte, TX	03/12/2021		
Jones-Neitzel Co	Dallas, TX	03/12/2021		
Jonny Pops, LLC	St. Louis Park, MN	03/12/2021		
jp ice cream (ja-en enterprises)	Pharr, TX	03/12/2021	Viewed	04/12/2021
JTM Food Group (J.T.M. Provision's Company, Inc)	Harrison, OH	03/12/2021	Viewed	03/23/2021
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	03/12/2021		
Karlsburger	Monticello, MN	03/12/2021		
KD Acquisition I, LLC dba Kings Delight (Kings Delight)	Gainesville, GA	03/12/2021		

Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	03/12/2021			
Kent Precision Foods Group	St. Louis, MO	03/12/2021			
KEYIMPACT SALES & SYSTEMS	AUSTIN, TX	03/12/2021	Viewed	03/12/2021	
KeyImpact Sales & Systems, Inc.	Pasadena, TX	03/12/2021			
Kings Delight	Gainesville, GA	03/12/2021			
Klement Ice Cream Vendors (Karl Klement Properties, Inc.)	Decatur, TX	03/12/2021			
Kraft Heinz Foods Company	Pittsburgh, PA	03/12/2021			
Kurz & Co.	Houston, TX	03/12/2021	No Bid	04/07/2021	04/07/2021
La Brisa Ice Cream Co (Guadalupe Flores)	Houston, TX	03/12/2021			
Labatt Food Service	San Antonio, TX	03/12/2021			
Lakeland Dallas (LMI Enterprises LLC)	Allen, TX	03/12/2021			
Lakeland Marketing	Spring, TX	03/12/2021	Viewed	03/15/2021	
Lamb Weston	Eagle, IL	03/12/2021	Viewed	03/12/2021	
Land O'Lakes/Advantage Waypoint LLC (Land O'Lakes)	Tampa, GA	03/12/2021	Viewed	03/15/2021	
Launch Point CDC, Inc.	Houston, TX	03/12/2021			
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	03/12/2021	Viewed	03/31/2021	
Levy's Tutorial and Enrichment Center (Mary Baumann)	Houston, TX		No Bid	04/01/2021	04/01/2021
Little Ones Daycare	Pasadena, TX	03/12/2021			
Lone Star Coffee LLC	Houston, TX	03/12/2021			
Lott Marketing	Houston, TX	03/12/2021			
Luna's Kitchen LLC	San Antonio, TX	03/12/2021			
Lux Bakery, Inc.	SAN ANTONIO, TX	03/12/2021	Viewed	04/06/2021	
M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)	Santa Fe Springs, CA	03/12/2021	No Bid	03/12/2021	03/12/2021
Magic Seasoning Blends, LLC	New Orleans, LA	03/12/2021			
Maid-Rite Specialty Foods, LLC	Dunmore, PA	03/12/2021			
Manhattan Beach Cream'wich LLC	Los Alamitos, CA	03/12/2021			
Masters Distribution (The Masters Distribution Systems Company, Inc.)	Arlington, TX	03/12/2021			
McLane Global	Houston, TX	03/12/2021			
McLean Marketing	Boerne, TX	03/12/2021	Viewed	03/12/2021	
McNairn Packaging	westfield, MA	03/12/2021			
Mendoza Fresh Produce	Houston, TX	03/12/2021			
Michael Foods Inc.	Minnetonka, MN	03/12/2021			
Millunzi & Associates	The Woodlands, TX	03/12/2021			
MoonLyte Treats LLC	houston, TX	03/12/2021			
Mrs. Clark's Foods (MCF Operating LLC)	Ankeny, IA	03/12/2021			
Muffin Town (JSB Industries, Inc.)	Chelsea, MA	03/12/2021			
Multi Foods, LLC (Bento Foods)	Houston, TX	03/12/2021	Unsubmitted	03/17/2021	
Mustang Custom Foods LLC	Dallas, TX	03/12/2021	Viewed	03/12/2021	
Nardone Bros Baking Co Inc.	Wilkes Barre, PA	03/12/2021	No Bid	03/23/2021	03/23/2021
National Food Group, Inc	Novi, MI	03/12/2021			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	03/12/2021			
Newton Brokerage (Margueritte D. Newton)	Houston, TX	03/12/2021			
Nicho Produce Co., Inc.	Edinburg, TX	03/12/2021			
No Touch Easy Gloves	HOUSTON, TX	03/12/2021			
Nogales Produce Inc.	Dallas, TX	03/12/2021			
NORDCO Marketing, Inc.	The Woodlands, TX	03/12/2021			
Northbourne Food Suppliers	Houston, TX	03/12/2021			
notables	Brooklyn Center, MN	03/12/2021			
NU Health Foods, LLC	Marina Del Rey, CA	03/12/2021			
OAK FARMS DAIRY	Houston, TX	03/12/2021	Submitted	04/09/2021	04/09/2021
One More Round Inc	Houston, TX	03/12/2021	No Bid	03/17/2021	03/17/2021
Otis Spunkmeyer LLC	San Leandro, CA	03/12/2021			
Out of the Shell DBA Yangs 5th Taste	South El Monte, CA	03/12/2021	No Bid	03/15/2021	03/15/2021
Papa John's (GFPM LLC)	Houston, TX	03/12/2021			
Papa John's Pizza (Houston Pizza Venture, LP)	Houston, TX	03/12/2021			
Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)	Pearland, TX	03/12/2021			
Payton's Blend (Payton's Blend LLC)	Houston, TX	03/12/2021			
PepsiCo	Houston, TX	03/12/2021			
PepsiCo Foodservice	Spring, TX	03/12/2021			
Perdue Foods LLC	Salisbury, MD	03/12/2021			

Perfect Parfait Holdings LLC	Plano, TX	03/12/2021			
PFG Victoria (Vistar Corporation)	Cenninnet, CO	03/12/2021			
PHD Resources & Taxes	Houston, TX	03/12/2021			
Phil-Paul Tax Services	Houston, TX	03/12/2021			
PopSmart Technologie, LLC (PopSmart Technologies,LLC)	Farmers Branch, TX		No Bid	03/31/2021	03/31/2021
Preferred Meal Systems, Inc	Berkeley, IL	03/12/2021			
Preschool Express Learning Academy	Humble, TX	03/12/2021			
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	03/12/2021			
Proview Foods LLC	Gainseville, GA	03/12/2021			
Quality Star Products Ltd.	Garland, TX	03/12/2021			
Quantum Foods, LLC	Bolingbrook, IL	03/12/2021			
R & K Apparel (R & K Imports, Inc.)	Baldwin Park, CA		Viewed	03/23/2021	
Ramos & Harrison	Corpus Christi, TX	03/12/2021			
Rapids Wholesale (Dascoa)	Marion, IA	03/12/2021			
Red Gold, LLC (Calfed Financial Corporation)	Orestes, IN	03/12/2021			
refresh LLC	beaumont, TX	03/12/2021			
Remy Dillenseger	Houston, TX		No Bid	04/06/2021	04/06/2021
Revolution Foods, Inc.	Oakland, CA	03/12/2021			
REXCO FOODS LLC	The Woodlands, TX	03/12/2021			
Rich Chicks, LLC	Tracy, CA	03/12/2021	No Bid	03/24/2021	04/12/2021
Rich Products Corporation	Buffalo, NY	03/12/2021	Viewed	03/15/2021	
Ricos Products	San Antonio, TX	03/12/2021			
Rising Star Academy	Houston, TX	03/12/2021			
River City Produce Co., Inc	San Antonio, TX	03/12/2021			
Rodriguez Foods LTD	Fort worth, TX	03/12/2021			
Rose & Shore	Vernon, CA	03/12/2021			
Ruiz Food Products, Inc.	Dinuba, CA	03/12/2021			
S.A. Piazza & Associates, LLC	Clackamas, OR	03/12/2021	Viewed	03/15/2021	
Sargent Foods LLC	Sarasota, FL	03/12/2021			
Savory Life, LLC	Atlantic Beach, FL	03/12/2021	Viewed	03/22/2021	
School Choices	Spring, TX	03/12/2021			
Schreiber Foods Inc	Green Bay, WI	03/12/2021			
SCHREIBER FOODS INTERNATIONAL	Upper Saddle River, NJ	03/12/2021			
Schwan's Food Service, Inc.	Marshall, MN	03/12/2021	No Bid	03/12/2021	03/12/2021
SilverLine Distributors	Houston, TX	03/12/2021			
SimplyMeats Traceable Distribution	Bronx, NY	03/12/2021			
SKILLASTICS (SANDY SPIN SLADE INC)	CORONA, CA	03/12/2021			
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	03/12/2021			
Smart Scholars Foundation	Houston, TX	03/12/2021			
SOMMA Food Group, LLC	Dallas, TX	03/12/2021			
South Mill Mushroom Sales	Kennett Square, PA	03/12/2021			
Southwest Foodservice Excellence	Scottsdale, AZ	03/12/2021			
Spur Employment, Inc.	HUNTSVILLE, AL	03/12/2021			
Stampede Meat, Inc	Bridgeview, IL	03/12/2021			
Stellar Trading Inc	Katy, TX	03/12/2021			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	03/12/2021			
Stockwell	Oakland, CA	03/12/2021			
Summit Food Brokers (Eichenlaub, Inc)	Spring, TX	03/12/2021			
SunOpta Foods, Inc.	Edina, MN	03/12/2021			
Super Bakery	Cleveland, OH	03/12/2021	No Bid	03/15/2021	03/15/2021
Superior Bean And Seed (E & J AGRI, INC.)	SUDAN, TX	03/12/2021			
Sweet Chills Brands (Sweet Chills LLC)	Murrieta, CA	03/12/2021			
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)	Houston, TX	03/12/2021			
Synergy-Enterprises	Addison, TX	03/12/2021			
Sysco Houston, Inc.	Houston, TX	03/12/2021	Viewed	03/12/2021	
TABATCHNICK FINE FOODS, INC.	SOMERSET, NJ	03/12/2021			
Tampa Maid Foods, Inc	Lakeland, FL	03/12/2021			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	03/12/2021			
TexBel Farms International, LLC	Houston, TX	03/12/2021			
The Core Group	Chino, CA	03/12/2021			
The Daily Java (Java Enterprises Inc.)	Dallas, TX	03/12/2021			
THE FATHERS TABLE	Sanford, FL	03/12/2021			
The Healthy School Food Collaborative	New Orleans, LA	03/12/2021			

The Heart of God Restoration Ministry	Houston, TX	03/12/2021		
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	03/12/2021		
The Resilient Group	Houston, TX	03/12/2021		
The Safe + Fair Food Company	Chicago, IL	03/12/2021		
The School Group	cypress, TX	03/12/2021		
THIRD COAST FRESH	HOUSTON, TX	03/12/2021		
TMB Screen Printing & Embroidery Spring	Spring, TX	03/12/2021		
Trentino Gelato (Trentino Wholesaling LTD)	Houston, TX	03/12/2021	Viewed	03/12/2021
Trident Marketing	Katy, TX	03/12/2021		
Trident Seafoods	Seattle, WA	03/12/2021		
True Brew Enterprises	Plano, TX	03/12/2021		
Truitt Family Foods	Salem, OR	03/12/2021		
Tyson Prepared Foods, Inc.	Springdale, AR	03/12/2021	Viewed	03/12/2021
U. S. WHOLESALE PRODUCTS	SAN ANTONIO, TX	03/12/2021		
UNIFRESH, INC	SAN ANTONIO, TX	03/12/2021		
UNITED Sales & Service	Arvada, CO	03/12/2021		
Uno Foods, Inc.	Brockton, MA	03/12/2021		
Visual Arts Productions	Houston, TX	03/12/2021		
VMP Nutrition, LLC	Fort Worth, TX	03/12/2021		
Wawona Frozen Foods	Clovis, CA	03/12/2021		
Werk U Out training	alvin, TX	03/12/2021		
Whitlock Packaging	Tulsa, OK	03/12/2021		
WNA Atrium Packaging	Houston, TX	03/12/2021		
Wylie Construction Services	Humble, TX	03/12/2021	No Bid	04/01/2021 04/01/2021
Zummos Meat Company	Beaumont, TX	03/12/2021		

Regular Board Meeting

6.E.5.

Meeting Date: May 19, 2021

Title: Contract Award for 21/037LS Bread and Tortilla Products

Submitted For: Jeff Drury, Choice Partners

Submitted By: Melissa Wilder

Recommended Action: Approve

HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Trisha Prestigiacomio, Jeff Drury, Richard Vela, Yaritza Roman, and Dr. Jesus Amezcua

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider approval of the Contract Award for Choice Partners job no. 21/037LS for Bread and Tortilla Products with the following vendor:Kurz and Co. (21/037LS-01) for the period 08/1/2021 through 07/31/2022.

Subject:

Choice Partners Cooperative; Contract Award; Food Contract; Revenue Generating

Rationale:

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Bread and Tortilla Products to HCDE/Choice Partners members.

Two hundred ninety-two (292) invitations were extended for proposals. One (1) response was received from vendors. The response was reviewed for compliance with the requirements of RFP no. 21/037LS. The response met the criteria and requirements of the RFP and was evaluated and scored. The only vendor offering the best value to HCDE/Choice Partners and its members was selected for award.

Choice Partners recommends award of a one (1) year contract from 08/01/2021 to 07/31/2022 to the vendor stated above in Posted Agenda Item. Contract no 21/037LS has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 21/037LS will be an administrative fee of one percent (1%).The contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

- Committee Recommendation
- Evaluation Summary 21-037LS
- Participation List 21-037LS

Form Review

Inbox

Reviewed By

Date

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Melissa Wilder
Final Approval Date: 05/03/2021

Jeff Drury
Yaritza Roman
Kendra Jackson
Jesus Amezcua

04/23/2021 04:09 PM
04/29/2021 09:31 AM
04/29/2021 12:38 PM
05/03/2021 11:08 PM
Started On: 04/20/2021 02:34 PM



**Harris County Department of Education
Choice Partners
Proposal Recommendation Form
Program Review**

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Division
From: Recommendation Committee

Gillian Campbell	Trinity ISD
Robert Green	Sheldon ISD
Kara Lam	Katy ISD
Elizabeth Lofgren	Spring Branch ISD
Ashley Phelps	Humble ISD
Ralph Wilkins	LaPorte ISD

Job (Bid or RFP#) and Name:	21/037LS	Bread and Tortilla Products
Board Meeting Date:	5/19/2021	
Date:	4/19/2021	

Procurement Requirements Available:

Check One	_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
	_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
	_____	Over \$50,000 (per CH Local)
	<u> X </u>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & Director)

Justification:

(Any information that pertains to this job (bid or RFP))

21/037LS Bread and Tortilla Products

Choice Partners members will utilize this contract for Bread and Tortilla Products

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to	<u>292</u>	vendors
HCDE received	<u>1</u>	responses (see attached evaluation summary).

Recommendation:

HCDE is recommending with Choice Partners Cooperative for Kurz & Co.



Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee

[This form is used to document due diligence by Recommendation Committee]

To: Recommendation Committee
From Choice Partners - Contract Manager: Laura Sprehe
Job (Bid or RFP) # and Name: 21/037LS
Bread and Tortilla Products
Board Meeting Date: 5/13/2021
Today's Date: 4/19/2021

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification
Bid Tabulation
Copy of the Job (Bid or RFP) responses
Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

Signed Certification and Recommendation Form

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

Agenda Item (Prepared by Buyer handling the job/bid or RFP)

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



Harris County Department of Education
Choice Partners
Effectiveness and Compliance Review Form

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Audit File and Jesus J. Amezcua, CPA,
Assistant Supt. for Business
From Contract Manager: Laura Sprehe
Purchasing Dept: Kendra Jackson, Assistant Director
Job- Bid or RFP# and Name: 21/037LS
Bread and Tortilla Products
Board Meeting Date: 5/13/2021
Date: 4/19/2021

Procurement Requirements Available:

	<u>Check One</u>
_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
_____	Over \$50,000 (per CH Local)
_____ X _____	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

21/037LS

Bread and Tortilla Products

		Kurz & Co
Evaluation Criteria	Total Weighted Value	
Averages		
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage	40	36.67
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	20	19.17
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform	25	24.17
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	0
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service	5	5
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0
(7) Vendor's past relationship with HCDE/CP	5	5
(8) Marketing Plan	5	4.5
Evaluators:	Total	94.5
Robert Green		Invitations sent to 292 Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <u>Contract</u> 21/037LS-01- Kurz & Co.
Ashley Phelps		
Elizabeth Lofgren		
Ralph Wilkins		
Kara Lam		
Gillian Campbell		
Non-Responsive	0	
Non-Awarded	0	
Award Threshold of 70	1	
Total Responses	1	

Harris County Department of Education

Participation Detail as of 4/22/2021 02:03:32 PM (CT)

Bid Information

Bid Creator Trisha Prestigiacomo
 Email tjensen@hcde-texas.org
 Phone 713 (696) 0742
 Fax

 Bid Number 21/037LS
 Title Bread and Tortilla Products
 Bid Type Request for Proposal
 Issue Date 3/12/2021 03:27 PM (CT)
 Close Date 4/12/2021 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
11791 (Tasty Brands) (Tasty Brands)	Syosset, NY	03/12/2021			
23 THRU ME LLC (23 THRU ME)	Houston, TX	03/12/2021			
360Suppliers	Dallas, TX		Viewed	03/22/2021	
365 Paving & Construction LLC	Mission, TX	03/12/2021			
A.F. Import & Wholesale Co.	Houston, TX	03/12/2021			
AAA Painting	Houston, TX	03/12/2021			
Advance Pierre Foods	Blue Ash, OH	03/12/2021			
Advance Sales	Houston, TX	03/12/2021			
AdvancePierre Foods	Cincinnati, OH	03/12/2021			
Advantage office products	Houston, TX	03/12/2021			
All American Poly	Piscataway, NJ	03/12/2021			
Alpha Foods Co.	Waller, TX	03/12/2021			
American Foods Group (Skylark Meats Brands Division)	Omaha, NE	03/12/2021			
American Pride Paper and Plastic	Lakewood, NJ	03/12/2021			
American Pride Seafoods LLC (American Seafoods International LLC)	New Bedford, MA	03/12/2021			
AmeriQual Group LLC	Evansville, IN	03/12/2021			
Apple & Eve	Carneys Point, NJ	03/12/2021	Viewed	03/22/2021	
Asian Food Solutions (Chinese Food Solutions, Inc)	Oviedo, FL	03/12/2021	Unsubmitted	03/12/2021	
B2BDistribut, Inc.	Austin, TX	03/12/2021			
Bake Crafters Food Company	Collegedale, TN	03/12/2021	Unsubmitted	03/22/2021	
Bearing Fruit Early Childhood Training	HOUSTON, TX	03/12/2021			
Ben E Keith Foods (Ben E Keith Company)	Fort Worth, TX	03/12/2021			
BenCheri Educational Center	Houston, TX	03/12/2021			
Berk Enterprises	Warren, OH	03/12/2021			
Best Express Foods	Cincinnati, OH	03/12/2021			
Bimbo Bakeries USA, Inc.	Horsham, PA	03/12/2021	Unsubmitted	03/16/2021	
Blencor LLC	Sealy, TX	03/12/2021			
BlueBonnet DSD Irving Inc.	Irving, TX	03/12/2021			
BMHR - Better Man HR LLC	SAN ANTONIO, TX	03/12/2021			
BRAUN BEEF CO. INC	SAN ANTONIO, TX	03/12/2021			
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	03/12/2021			
Briar Patch	Houston, TX	03/12/2021			
Bridge Point Integrated Services	Houston, TX	03/12/2021			
BRIGHTER FUTURE, INC.	Houston, TX	03/12/2021			
Brookwood Farms Inc	Siler City, NC	03/12/2021			
Brothers Produce of Dallas Inc.	Garland, TX	03/12/2021			
BTE Giftware Store (BTE Import-Export)	San Antonio, TX	03/12/2021			
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	03/12/2021			
Buena Vista Foods (Sterling Foods)	Azusa, CA	03/12/2021	Unsubmitted	03/25/2021	
Burkett Business	Liberty Hill, TX	03/12/2021			

Butterball (Butterball, LLC)	Garner, NC	03/12/2021	No Bid	03/15/2021	03/15/2021
Cafe Favorites (W.A. Kretch Co., LLC)	Lakeland, FL	03/12/2021			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX	03/12/2021			
camposdistributing Llc	tomball, TX	03/12/2021			
Cargill Kitchen Solutions	Monticello, MN	03/12/2021	Unsubmitted	03/15/2021	
Cargill Meat Solutions	Wichita, KS	03/12/2021			
Cargill Meat Solutions Corporation	Wichita, KS	03/12/2021			
CC Distributors, Inc.	Corpus Christi, TX	03/12/2021			
Cebev LLC/Juice Bowl	Boca Raton, FL	03/12/2021			
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	03/12/2021			
Chef's Corner Foods (Omnibus Trading Corp)	Grapevine, TX	03/12/2021			
Child Care Associates	FORT WORTH, TX	03/12/2021			
CHURCHFIELD TRADING CO	SANTA YNEZ, CA	03/12/2021			
Cibus Brokerage	San Antonio, TX	03/12/2021	Unsubmitted	03/15/2021	
CINPAK INC.	SAN ANTONIO, TX	03/12/2021			
Cisneros Packing Co., Inc.	Raymondville, TX	03/12/2021			
Citadel Enterprises Inc	San Jose, CA	03/12/2021			
Cobal Food Services, LLC	Pflugerville, TX	03/12/2021			
Coca-Cola Refreshments	Dallas, TX	03/12/2021			
Comida Vida, Inc.	Fairmont, MN	03/12/2021			
ConAgra Foods, Inc.	Troy, OH	03/12/2021			
Culinary Standards (RSW Distributors, LLC)	Louisville, KY	03/12/2021			
Danmart, Inc	Houston, TX	03/12/2021			
Darlington (Darlington Cookie Company)	Noblesville, IN	03/12/2021			
dave's baking company (Bake R US inc)	santa monica, CA	03/12/2021			
Del Monte Foods, Inc.	Walnut Creek, CA	03/12/2021			
Dem Dang Doggs, LLC	Houston, TX	03/12/2021			
Devin Distributing and Packaging	Palmhurst, TX	03/12/2021			
DFMi (D&F Marketing Inc.)	Tucker, GA	03/12/2021			
DGR United	houston, TX	03/12/2021			
Diamond Crystal Brands, Inc.	Savannah, GA	03/12/2021			
DiMare Fresh, Inc.	Fort Worth, TX	03/12/2021			
Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)	Tucker, GA	03/12/2021			
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	03/12/2021			
Dominos, LLC	Ann Arbor, MI	03/12/2021			
Double B Foods	Arlington, TX	03/12/2021			
Double 'D' International Food Co., Inc.	Bedford, TX	03/12/2021			
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)	Plano, TX	03/12/2021			
Dutchboy Food Systems, Inc	Knoxville, TN	03/12/2021			
Dynamic Foods	Lubbock, TX	03/12/2021			
Efficient Consultants	Los Angeles, CA	03/12/2021			
Elite Coffee Cafe (Suite Developments LLC)	Houston, TX	03/12/2021			
Epic Harvest (Epic Harvests LLC)	Jacksonville, FL	03/12/2021			
ES Foods/East Side Entrees	Woodbury, NY	03/12/2021	Viewed	03/12/2021	
FamilyPoint Resources	Houston, TX	03/12/2021			
Fat Cat Bakery	Sacramento, CA	03/12/2021			
First Choice Foods	Fort Worth, TX	03/12/2021			
First Place Foods, LLC	Garland, TX	03/12/2021			
Fit Foodz, Inc.	Atlanta, GA	03/12/2021			
Flowers Baking Company of Houston, LLC	Thomasville, GA	03/12/2021			
Foodscapes (Glanbia Nutritionals, Inc.)	Fitchburg, WI	03/12/2021			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	03/12/2021			
Foster Farms (Foster Poultry Farms)	Livingston, CA	03/12/2021			
Frenchy's Sausage Company, Inc.	Houston, TX	03/12/2021			
Fresh Provisions, Inc.	Fort Worth, TX	03/12/2021			
Frito-Lay	Plano, TX	03/12/2021			
FSISW, LLC	Houston, TX	03/12/2021			
Full Filled Project Inc	Plano, TX	03/12/2021			
Fusion Food Marketing & Sales	Houston, TX	03/12/2021	Unsubmitted	03/15/2021	
Gazelle Capital, LLC	Saint Petersburg, FL	03/12/2021			
GDK Go Inc. DBA Dominos Pizza	Houston, TX	03/12/2021			
Gem Food Services Corp.	Rosenberg, TX	03/12/2021			
Gene's Machine, INC.	Victoria, TX	03/12/2021			
Gilman Cheese Corporation	Gilman, WI	03/12/2021			
Glazier Foods Company	Houston, TX	03/12/2021			

Global Coffee Company	Houston, TX	03/12/2021		
Global Food Solutions	Hauppauge, NY	03/12/2021		
Global Foods Inc.	Las Vegas, NV	03/12/2021		
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	03/12/2021		
Gold Creek Foods, LLC	GAINESVILLE, GA	03/12/2021		
Goldkist, A Pilgrim's Pride Company (Pilgrim's Pride Corporation)	Greeley, CO	03/12/2021		
Good Harbor Fillet Co., LLC	Gloucester, MA	03/12/2021		
Gordon Food Service, Inc.	Grand Rapids, MI	03/12/2021		
Grace Academy Learning Center (Healing the Family, Inc.)	Houston, TX	03/12/2021		
Hadley Farms Bakery	Smithsburg, MD	03/12/2021	Unsubmitted	03/22/2021
HAH INC	Houston, TX	03/12/2021		
Hardie	Houston, TX	03/12/2021		
Harris School Solution	Niagra Falls, NY	03/12/2021		
Harvest Hill.	Stamford, CT	03/12/2021		
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	03/12/2021		
Healthy Lunch Box	Houston, TX	03/12/2021		
Heart Nation Inc	Humble, TX	03/12/2021		
Heart of Texas Biscuits	Waco, TX	03/12/2021		
Heart of Texas Biscuits (Heart of Texas Biscuits Inc.)	Waco, TX	03/12/2021	No Bid	03/22/2021 03/22/2021
HIGH LINER FOODS	Portsmouth, NH	03/12/2021		
Hill Country Dairies, Inc.	Austin, TX	03/12/2021	Unsubmitted	03/15/2021
Hinsdale Farms	Bristol, IN	03/12/2021		
Horizon Snack Foods, Inc	Livermore, CA	03/12/2021		
Hormel	Austin, MN	03/12/2021		
Horns Crew Trucking (Alvin Horn)	Longview, TX	03/12/2021		
Houston Urban Debate League	Houston, TX	03/12/2021		
HPC Foodservice (Hartford Provision Company)	South Windsor, CT	03/12/2021		
Hungry's Cafe & Bistro	Houston, TX	03/12/2021		
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	03/12/2021		
Icelandic USA, Inc	Newport News, VA	03/12/2021		
Idaho Pacific	Ririe, ID	03/12/2021		
Idahoan Foods, LLC	Idaho Falls, ID	03/12/2021		
Innoseal Systems	Charlotte, NC	03/12/2021		
Integrated Food Service (Let's Do Lunch, Inc)	Gardena, CA	03/12/2021	Unsubmitted	03/12/2021
Interflex Inc	West Reading, PA	03/12/2021	Viewed	03/15/2021
J&J Snack Foods Corp.	Pennsauken, NJ	03/12/2021	Unsubmitted	03/23/2021
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)	Orrville, OH	03/12/2021		
J.O.Y. Foods, Inc.	Dallas, TX	03/12/2021		
J.R. Simplot Company	Boise, ID	03/12/2021		
Jake's Finer Foods	Houston, TX	03/12/2021		
Jennie-O Turkey Store Sales, LLC	Willmar, MN	03/12/2021	Viewed	03/12/2021
JNSFOODS	tamarac, FL	03/12/2021		
John Williams (Mrs litha child care center)	La porte, TX	03/12/2021		
Jones-Neitzel Co	Dallas, TX	03/12/2021		
Jonny Pops, LLC	St. Louis Park, MN	03/12/2021		
jp ice cream (ja-en enterprises)	Pharr, TX	03/12/2021		
JTM Food Group (J.T.M. Provision's Company, Inc)	Harrison, OH	03/12/2021		
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	03/12/2021		
Karlsburger	Monticello, MN	03/12/2021		
KD Acquisition I, LLC dba Kings Delight (Kings Delight)	Gainesville, GA	03/12/2021		
Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	03/12/2021		
Kent Precision Foods Group	St. Louis, MO	03/12/2021	Unsubmitted	03/22/2021
KEYIMPACT SALES & SYSTEMS	AUSTIN, TX	03/12/2021	Viewed	03/12/2021
KeyImpact Sales & Systems, Inc.	Pasadena, TX	03/12/2021		
Kings Delight	Gainesville, GA	03/12/2021		
Kraft Heinz Foods Company	Pittsburgh, PA	03/12/2021		
Kurz & Co.	Houston, TX	03/12/2021	Submitted	04/09/2021 04/09/2021
La Brisa Ice Cream Co (Guadalupe Flores)	Houston, TX	03/12/2021		
Labatt Food Service	San Antonio, TX	03/12/2021		
Lakeland Dallas (LMI Enterprises LLC)	Allen, TX	03/12/2021		

Lakeland Marketing	Spring, TX	03/12/2021	Unsubmitted	03/15/2021	
Lamb Weston	Eagle, IL	03/12/2021			
Land O'Lakes/Advantage Waypoint LLC (Land O'Lakes)	Tampa, GA	03/12/2021	Viewed	03/15/2021	
Launch Point CDC, Inc.	Houston, TX	03/12/2021			
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	03/12/2021			
Lenny's Sub shop 268	Houston, TX	03/12/2021			
Levy's Tutorial and Enrichment Center (Mary Baumann)	Houston, TX		No Bid	04/01/2021	04/01/2021
Little Ones Daycare	Pasadena, TX	03/12/2021			
Lott Marketing	Houston, TX	03/12/2021			
Luna's Kitchen LLC	San Antonio, TX	03/12/2021			
Lux Bakery, Inc.	SAN ANTONIO, TX	03/12/2021	Unsubmitted	04/06/2021	
M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)	Santa Fe Springs, CA	03/12/2021	No Bid	03/12/2021	03/12/2021
Magic Seasoning Blends, LLC	New Orleans, LA	03/12/2021			
Maid-Rite Specialty Foods, LLC	Dunmore, PA	03/12/2021			
Manhattan Beach Cream'wich LLC	Los Alamitos, CA	03/12/2021			
Masters Distribution (The Masters Distribution Systems Company, Inc.)	Arlington, TX	03/12/2021	Unsubmitted	04/07/2021	
McLane Global	Houston, TX	03/12/2021			
McLean Marketing	Boerne, TX	03/12/2021	Unsubmitted	03/12/2021	
McNair Packaging	westfield, MA	03/12/2021			
Mendoza Fresh Produce	Houston, TX	03/12/2021			
Michael Foods Inc.	Minnetonka, MN	03/12/2021			
Millunzi & Associates	The Woodlands, TX	03/12/2021			
MoonLyte Treats LLC	houston, TX	03/12/2021			
Mrs. Clark's Foods (MCF Operating LLC)	Ankeny, IA	03/12/2021			
Muffin Town (JSB Industries, Inc.)	Chelsea, MA	03/12/2021			
Multi Foods, LLC (Bento Foods)	Houston, TX	03/12/2021	Unsubmitted	03/13/2021	
Mustang Custom Foods LLC	Dallas, TX	03/12/2021	Viewed	03/12/2021	
Nardone Bros Baking Co Inc.	Wilkes Barre, PA	03/12/2021			
National Food Group, Inc	Novi, MI	03/12/2021			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	03/12/2021			
Newton Brokerage (Margueritte D. Newton)	Houston, TX	03/12/2021	Unsubmitted	03/18/2021	
Nicho Produce Co., Inc.	Edinburg, TX	03/12/2021			
No Touch Easy Gloves	HOUSTON, TX	03/12/2021			
Nogales Produce Inc.	Dallas, TX	03/12/2021			
NORDCO Marketing, Inc.	The Woodlands, TX	03/12/2021			
Northbourne Food Suppliers	Houston, TX	03/12/2021			
notables	Brooklyn Center, MN	03/12/2021			
NU Health Foods, LLC	Marina Del Rey, CA	03/12/2021			
One More Round Inc	Houston, TX	03/12/2021	No Bid	03/17/2021	03/17/2021
Otis Spunkmeyer LLC	San Leandro, CA	03/12/2021			
Out of the Shell DBA Yangs 5th Taste	South El Monte, CA	03/12/2021	No Bid	03/15/2021	03/15/2021
Papa John's (GFPM LLC)	Houston, TX	03/12/2021			
Papa John's Pizza (Houston Pizza Venture, LP)	Houston, TX	03/12/2021			
PAPA JOHN'S PIZZA (ZKS VENTURES INC)	PASADENA, TX	03/12/2021			
PAPA JOHN'S PIZZA LUMBERTON, SILSBEE & KUNTZ (MANS FOOD GROUP)	RICHMOND, TX	03/12/2021			
Papa Murphy's Pizza (Limmrick Pizza Works Memorial, LLC)	Pearland, TX	03/12/2021			
Payton's Blend (Payton's Blend LLC)	Houston, TX	03/12/2021			
PepsiCo	Houston, TX	03/12/2021			
PepsiCo Foodservice	Spring, TX	03/12/2021			
Perdue Foods LLC	Salisbury, MD	03/12/2021			
PFG Victoria (Vistar Corporation)	Cenninnel, CO	03/12/2021			
PHD Resources & Taxes	Houston, TX	03/12/2021			
Phil-Paul Tax Services	Houston, TX	03/12/2021			
PopSmart Technologie, LLC (PopSmart Technologies, LLC)	Farmers Branch, TX		No Bid	03/31/2021	03/31/2021
Preferred Meal Systems, Inc	Berkeley, IL	03/12/2021			
Preschool Express Learning Academy	Humble, TX	03/12/2021			
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	03/12/2021			
Proview Foods LLC	Gainseville, GA	03/12/2021			
Quality Star Products Ltd.	Garland, TX	03/12/2021			

Quantum Foods, LLC	Bolingbrook, IL	03/12/2021			
Ramos & Harrison	Corpus Christi, TX	03/12/2021			
Rapids Wholesale (Dascoa)	Marion, IA	03/12/2021			
Red Gold, LLC (Calfed Financial Corporation)	Orestes, IN	03/12/2021			
Remy Dillenseger	Houston, TX		No Bid	04/06/2021	04/06/2021
Revolution Foods, Inc.	Oakland, CA	03/12/2021			
REXCO FOODS LLC	The Woodlands, TX	03/12/2021			
Rich Chicks, LLC	Tracy, CA	03/12/2021			
Rich Products Corporation	Buffalo, NY	03/12/2021	Viewed	03/15/2021	
Ricos Products	San Antonio, TX	03/12/2021			
Rising Star Academy	Houston, TX	03/12/2021			
River City Produce Co., Inc	San Antonio, TX	03/12/2021			
Rodriguez Foods LTD	Fort worth, TX	03/12/2021			
Rose & Shore	Vernon, CA	03/12/2021			
Ruiz Food Products, Inc.	Dinuba, CA	03/12/2021			
S.A. Piazza & Associates, LLC	Clackamas, OR	03/12/2021	Unsubmitted	03/15/2021	
Sargent Foods LLC	Sarasota, FL	03/12/2021			
Savory Life, LLC	Atlantic Beach, FL	03/12/2021			
School Choices	Spring, TX	03/12/2021			
SCHREIBER FOODS INTERNATIONAL	Upper Saddle River, NJ	03/12/2021			
Schwan's Food Service, Inc.	Marshall, MN	03/12/2021	No Bid	03/12/2021	03/12/2021
SilverLine Distributors	Houston, TX	03/12/2021			
SimplyMeats Traceable Distribution	Bronx, NY	03/12/2021			
SKILLASTICS (SANDY SPIN SLADE INC)	CORONA, CA	03/12/2021			
Sky Blue Foods, LLC	Agawam, MA	03/12/2021			
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	03/12/2021			
Smart Scholars Foundation	Houston, TX	03/12/2021			
SOMMA Food Group, LLC	Dallas, TX	03/12/2021			
South Mill Mushroom Sales	Kennett Square, PA	03/12/2021			
Southwest Foodservice Excellence	Scottsdale, AZ	03/12/2021			
Spur Employment, Inc.	HUNTSVILLE, AL	03/12/2021			
Stampede Meat, Inc	Bridgeview, IL	03/12/2021			
Stellar Trading Inc	Katy, TX	03/12/2021			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	03/12/2021			
Stockwell	Oakland, CA	03/12/2021			
Summit Food Brokers (Eichenlaub, Inc)	Spring, TX	03/12/2021			
SunOpta Foods, Inc.	Edina, MN	03/12/2021			
Super Bakery	Cleveland, OH	03/12/2021	Unsubmitted	03/15/2021	
Superior Bean And Seed (E & J AGRI, INC.)	SUDAN, TX	03/12/2021			
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)	Houston, TX	03/12/2021			
Synergy-Enterprises	Addison, TX	03/12/2021			
Sysco Houston, Inc.	Houston, TX	03/12/2021	Unsubmitted	03/22/2021	
Tampa Maid Foods, Inc	Lakeland, FL	03/12/2021			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	03/12/2021			
TexBel Farms International, LLC	Houston, TX	03/12/2021			
The Core Group	Chino, CA	03/12/2021	Viewed	03/22/2021	
THE FATHERS TABLE	Sanford, FL	03/12/2021	Viewed	03/15/2021	
The Healthy School Food Collaborative	New Orleans, LA	03/12/2021			
The Heart of God Restoration Ministry	Houston, TX	03/12/2021			
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	03/12/2021			
The New World Bakery (The New World Bakery, INC)	Kyle, TX	03/12/2021	Unsubmitted	03/12/2021	
The Resilient Group	Houston, TX	03/12/2021			
The Safe + Fair Food Company	Chicago, IL	03/12/2021			
The School Group	cypress, TX	03/12/2021			
TMB Screen Printing & Embroidery Spring	Spring, TX	03/12/2021			
Trentino Gelato (Trentino Wholesaling LTD)	Houston, TX	03/12/2021			
Trident Marketing	Katy, TX	03/12/2021			
Trident Seafoods	Seattle, WA	03/12/2021			
True Brew Enterprises	Plano, TX	03/12/2021			
Truitt Family Foods	Salem, OR	03/12/2021			
Tyson Prepared Foods, Inc.	Springdale, AR	03/12/2021	Unsubmitted	03/12/2021	
U. S. WHOLESALE PRODUCTS	SAN ANTONIO, TX	03/12/2021			
UNIFRESH, INC	SAN ANTONIO, TX	03/12/2021			

UNITED Sales & Service	Arvada, CO	03/12/2021		
Uno Foods, Inc.	Brockton, MA	03/12/2021		
Visual Arts Productions	Houston, TX	03/12/2021		
VMP Nutrition, LLC	Fort Worth, TX	03/12/2021		
Wawona Frozen Foods	Clovis, CA	03/12/2021		
Werk U Out training	alvin, TX	03/12/2021		
Whitlock Packaging	Tulsa, OK	03/12/2021		
WNA Atrium Packaging	Houston, TX	03/12/2021		
Wylie Construction Services	Humble, TX		Viewed	03/22/2021
Zummos Meat Company	Beaumont, TX	03/12/2021		

Regular Board Meeting

6.E.6.

Meeting Date: May 19, 2021
Title: Contract Renewal for 18/042KC for Waste & Recycling Collection Services
Submitted For: Joann Nichols, Choice Partners
Submitted By: Cora Day
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Kendra Jackson and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider approval of Contract Renewal option for job no. 18/042KC for Waste & Recycling Collection Services with the following vendor: Waste Management of Texas, Inc. (#18/042KC-02) for the period 06/20/2021 through 06/19/2022.

Subject:

Choice Partners; Contract Renewal; Waste & Recycling Collection Services; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). One hundred thirty-five (135) invitations were extended for proposals. Three (3) responses were received of which one (1) vendor was non-awarded, and two (2) vendors were awarded. HCDE/Choice Partners contract no. 18/042KC was awarded for one (1) year from 06/20/2018 to 06/19/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the third (3rd) option for renewal period 06/20/2021 to 06/19/2022 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/042KC will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Waste Management

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	04/23/2021 03:42 PM
Purchasing Alternate	Yaritza Roman	04/27/2021 09:05 AM
Purchasing	Kendra Jackson	04/28/2021 08:54 AM
Assistant Superintendent - Business	Jesus Amezcua	05/03/2021 11:08 PM
Form Started By: Cora Day		Started On: 04/23/2021 03:13 PM
Final Approval Date: 05/03/2021		

April 7, 2021

Subject: Contract Renewal for # 18 / 042 K C for Waste and Recycling Collection and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **June 19, 2021**. This contract has **one(1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **June 20, 2021**.

If you agree to renew this contract, please complete, sign and attach this letter under the “Response Attachments” section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **April 19, 2021 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

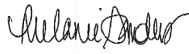
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Waste Management of Texas, Inc.
Authorized Signature:	
Print Name:	Melanie Sanders
Title:	Education Solutions Representative
Date:	4/9/21
Address:	520 E Corporate Dr, Ste 100
City, State, Zip Code:	Lewisville, Texas 75057
Phone:	(972) 623 - 7277
Email Address:	msanders@wm.com



Regular Board Meeting

6.E.7.

Meeting Date: May 19, 2021
Title: Contract Renewal for 19/034KC for Musical Instruments & Related Items
Submitted For: Joann Nichols, Choice Partners
Submitted By: Cora Day
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Kendra Jackson and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider approval of Contract Renewal option for job no. 19/034KC for Musical Instruments & Related Items with the following vendors: Universal Melody Services, LLC dba Brook May Music/H&H Music (#19/034KC-02); Guitar Center Stores, Inc. dba Music & Arts Center (#19/034KC-04), and West Music Company, Inc. (#19/034KC-07) for the period of 06/19/2021 through 06/18/2022.

Subject:

Choice Partners; Contract Renewal; Musical Instruments & Related Items; Revenue Generating

Rationale:

The process enacted was Request for Proposals (RFP). One hundred (100) invitations were extended for proposals. Eleven (11) responses were received of which four (4) vendors were non-awarded, and seven (7) vendors were awarded. HCDE/Choice Partners contract no. 19/034KC was awarded for one (1) year from 06/19/2019 to 06/18/2020. The contract has the option for up to three (3) annual renewals.

HCDE/Choice Partners recommends exercising the second (2nd) option for renewal period 06/19/2021 to 6/18/2022 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 19/034KC will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

H&H Music
Music & Arts
West Music

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	04/23/2021 03:46 PM

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 05/03/2021

Yaritza Roman
Kendra Jackson
Jesus Amezcua

04/27/2021 09:07 AM
04/28/2021 08:56 AM
05/03/2021 11:08 PM
Started On: 04/23/2021 03:16 PM

April 7, 2021

Subject: Contract Renewal for # 19 / 0 34 KC for Musical Instrument and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **June 18, 2021**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **June 19, 2021**.

If you agree to renew this contract, please complete, sign and attach this letter under the “Response Attachments” section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **by April 19 2021 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

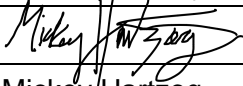
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Uniyersal Melody Service:dba Brook Mays and H&H Music
Authorized Signature:	
Print Name:	Mickey Hartzog
Title:	Educational Sales Administrator
Date:	4/12/21
Address:	8605 John W. Carpenter Freeway
City, State, Zip Code:	Dallas, Texas 75247
Phone:	214-905-8614
Email Address:	MickeyH@Brookmays.com



April 7, 2021

Subject: Contract Renewal for # 19 / 0 3 4 KC for Musical Instrument and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:


Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **June 18, 2021**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **June 19, 2021**.

If you agree to renew this contract, please complete, sign and attach this letter under the “Response Attachments” section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **by April 19 2021 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Guitar Center Stores, Inc. DBA: Music & Arts
Authorized Signature:	
Print Name:	Amanda Tieman
Title:	School Services Coordinator
Date:	5/16/2021
Address:	5295 Westview Dr. Suite 300
City, State, Zip Code:	Frederick, MD 21703
Phone:	(301) 620-4040
Email Address:	schools@musicarts.com



April 7, 2021

Subject: Contract Renewal for # 19 / 0 3 4 KC for Musical Instrument and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **June 18, 2021**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **June 19, 2021**.

If you agree to renew this contract, please complete, sign and attach this letter under the “Response Attachments” section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **by April 19 2021 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	West Music Company
Authorized Signature:	<i>Stephanie Adams</i>
Print Name:	Stephanie Adams
Title:	Assistant Bid Coordinator
Date:	04/14/2021
Address:	1212 5th St., PO Box 5521
City, State, Zip Code:	Coralville, IA 52241
Phone:	800-397-9378
Email Address:	bids@westmusic.com



Regular Board Meeting

6.E.8.

Meeting Date: May 19, 2021
Title: Master Service Interlocal Agreement
Submitted For: Joann Nichols, Choice Partners
Recommended Action: Approve

Submitted By: Cora Day
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Kendra Jackson and Dr. Jesus Amezcua

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

HCDE Interlocal Agreements with: School of Excellence, San Antonio, Texas; Gilmer ISD, Gilmer, Texas; The Paradigm Project, Houston, Texas; Orange County Drainage District, Orange, Texas; North Texas Municipal Water District, Wylie, Texas, and County of Lavaca, Hallettsville, Texas.

Subject:

HCDE Interlocal Agreement with:

Entity Name	Entity Type	City	State	Region
School of Excellence	Non-Profit	San Antonio	TX	20
Gilmer ISD	School District (Outside of Harris County)	Gilmer	TX	07
The Paradigm Project	Non-Profit	Houston	TX	04
Orange County Drainage District	County	Orange	TX	05
North Texas Municipal Water District	Governmental	Wylie	TX	10
County of Lavaca	County	Hallettsville	TX	03

Rationale:

HCDE Interlocal Agreement with:

Entity Name	Entity Type	City	State	Region
School of Excellence	Non-Profit	San Antonio	TX	20
Gilmer ISD	School District (Outside of Harris County)	Gilmer	TX	07
The Paradigm Project	Non-Profit	Houston	TX	04

Orange County Drainage District North Texas	County	Orange	TX	05
Municipal Water District	Governmental	Wylie	TX	10
County of Lavaca	County	Hallettsville	Tx	03

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

School of Excellence
 Gilmer ISD
 Paradigm Project
 Orange County DD
 N Texas Water District
 Lavaca County
 Interlocal Map

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	04/23/2021 04:53 PM
Purchasing Alternate	Yaritza Roman	04/27/2021 02:12 PM
Purchasing	Kendra Jackson	04/28/2021 08:58 AM
Assistant Superintendent - Business	Jesus Amezcua	05/03/2021 11:08 PM
Form Started By: Cora Day		Started On: 04/23/2021 03:33 PM
Final Approval Date: 05/03/2021		

Interlocal Agreement
between Harris County Department of Education
& School of Excellence

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and School of Excellence, a local governmental entity and/or political subdivision (“LGE”), located in San Antonio (*city*), Texas (*state*), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

School Of Excellence ("LGE")
Attn: Samuel Reyes
Title: Food Service Director
Address: 1826 Basse Rd
City, State, Zip: San Antonio , TX 78213
Phone: 210-431-9881 ext 2112
Email: sreyes@excellence-sa.org

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

School of Excellence

Name of Local Governmental Entity



Authorized Signature

Samuel Reyes

Printed Name

Food Service Director

Title

10/21/2019

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

Interlocal Agreement
between Harris County Department of Education
& Gilmer Independent School District

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Gilmer Independent School District, a local governmental entity and/or political subdivision (“LGE”), located in Gilmer (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

Gilmer Independent School District ("LGE")
 Attn: Beverly Bobo
 Title: Director of Finance and Business Services
 Address: 245 North Bradford Street
 City, State, Zip: Gilmer, Texas 75644
 Phone: 903-841-7405
 Email: bobob@gilmerisd.org

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Gilmer Independent School District

Harris County Department of Education

Name of Local Governmental Entity

Beverly Bobo
Authorized Signature

Beverly Bobo
Printed Name

Director of Finance and Business Services

Title

4/1/2021
Date

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

Participation Agreement
between Harris County Department of Education
& The Paradigm Project

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and The Paradigm Project a non-profit corporation (“Non-Profit”), located in Houston (city), Texas (state), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE’s cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon Non-Profit’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **Non-Profit agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in Non-Profit’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.
14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

(“ Non-Profit”)
 Attn: VERNA MOSLEY
 Title: EXECUTIVE DIRECTOR
 Address: 4647 WEADA ST. APT. A-206
 City, State, Zip: HOUSTON, TX, 77051
 Phone: 832 582 5449
 Email: the.paradigm.project.HTX@gmail.com

16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.

17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

- 24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

The Paradigm Project Incorporated
 Name of Non-Profit Corporation

Harris County Department of Education

Verna Mosley
 Authorized Signature

VERNA Mosley
 Printed Name

James Colbert, Jr.

Executive Director
 Title

County School Superintendent

April 04, 2021
 Date

Date

Interlocal Agreement
between Harris County Department of Education
& Orange County Drainage District

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Orange County Drainage District, a local governmental entity and/or political subdivision (“LGE”), located in Orange (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

Orange County Drainage District ("LGE")
Attn: Joe Escobedo
Title: Purchaser
Address: 8081 Old Highway 90
City, State, Zip: Orange, TX 77630
Phone: 409-745-3225
Email: jescobedo@orangecountydrainage.com

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Orange County Drainage District

Name of Local Governmental Entity

Don Carona

Authorized Signature

Don Carona

Printed Name

General Manager

Title

03/09/2021

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: Drainage District

RESOLUTION

A RESOLUTION OF THE ORANGE COUNTY DRAINAGE DISTRICT (ENTITY), ORANGE (CITY), TEXAS (STATE), APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION, WHICH SPONSORS CHOICE PARTNERS, PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES;

DESIGNATING JOE ESCOBEDO (NAME AND/OR TITLE), AS OFFICIAL REPRESENTATIVE OF THE ORANGE COUNTY DRAINAGE DISTRICT (ENTITY) RELATING TO THE PROGRAM.

WHEREAS, the ORANGE COUNTY DRAINAGE DISTRICT (Entity) has been presented a proposed Interlocal Agreement by and between Harris County Department of Education, and the ORANGE COUNTY DRAINAGE DISTRICT (Entity) and found the Agreement to be acceptable and in the best interests of the ORANGE COUNTY DRAINAGE DISTRICT (Entity).

WHEREAS, the ORANGE COUNTY DRAINAGE DISTRICT (Entity) of ORANGE (City), TEXAS (State), pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in Choice Partners sponsored by Harris County Department of Education, and is of the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY DRAINAGE DISTRICT (ENTITY), TEXAS, (State):

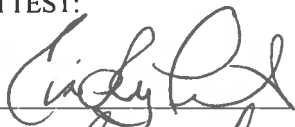
Section I. The Terms and conditions of the agreement, having been reviewed by the ORANGE COUNTY DRAINAGE DISTRICT (Entity) and found to be acceptable and in the best interests of the ORANGE COUNTY DRAINAGE DISTRICT (Entity), are hereby in all things approved.

Section II. The PURCHASER, JOE ESCOBEDO (Title/Name) of the ORANGE COUNTY DRAINAGE DISTRICT (Entity) under the direction of the ORANGE COUNTY DRAINAGE DISTRICT (Entity) is hereby designated to act for the ORANGE COUNTY DRAINAGE DISTRICT (Entity) in all matters relating to Harris County Department of Education including the designation of specific contracts in which the ORANGE COUNTY DRAINAGE DISTRICT (Entity) desires to participate.

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


DULY PASSED AND APPROVED THIS THE 13TH DAY OF APRIL 2021.

ATTEST:



Office Manager
(Title)

(Authorized Signature)



Director, Precinct No. 4
(Title)

Interlocal Agreement
between Harris County Department of Education
& North Texas Municipal Water District

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and North Texas Municipal Water District, a local governmental entity and/or political subdivision (“LGE”), located in Wylie (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

North Texas Municipal Water District ("LGE")
 Attn: Nicole Mucha
 Title: Purchasing Manager
 Address: 501 E. Brown Street
 City, State, Zip: Wylie, TX 75098
 Phone: 972-442-5405
 Email: nmucha@ntmwd.com

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

North Texas Municipal Water District

Harris County Department of Education

Name of Local Governmental Entity

DocuSigned By:
Rodney Rhoades

88EBC800A9614A3...
Authorized Signature

Rodney Rhoades

James Colbert, Jr.

Printed Name

Interim Executive Director

County School Superintendent

Title

4/20/2021

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: Political Subdivision

Interlocal Agreement
between Harris County Department of Education
& COUNTY OF LAVACA

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and COUNTY OF LAVACA, a local governmental entity and/or political subdivision ("LGE"), located in HALLETTSVILLE (city), TEXAS (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

County of Lavaca ("LGE")
 Attn: Tramer J. Woytek
 Title: Lavaca County Judge
 Address: PO Box 243
 City, State, Zip: Hallettsville, TX 77964
 Phone: 361-798-2301
 Email: danajohnson@co.lavaca.tx.us or judgetw@co.lavaca.tx.us

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

COUNTY OF LAVACA

Name of Local Governmental Entity



Authorized Signature

TRAMER J. WOYTEK

Printed Name

LAVACA COUNTY JUDGE

Title

NOVEMBER 12, 2019

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____



17815

AWARDED CONTRACTS

OCTOBER 2019

CP CHOICE[™]
PARTNERS
The Right Resources Right Now.

Division of Harris County Department of Education. New contracts are awarded frequently.
www.ChoicePartners.org

ACADEMIC PROGRAMS FOR QZAB PROJECTS

Action Potential Learning, LLC*
Cengage Learning, Inc.
Education Galaxy, LLC
KAMICO Instructional Media, Inc.*
McGraw-Hill School Education, LLC
Neuhaus Education Center
Sirius Education Solutions

ADAPTIVE TECHNOLOGY

Audio Optical Systems of Austin (Kurzweil)

AFFORDABLE CARE ACT (ACA) AUDITING/REPORTING SERVICES

Eligibility Tracking Calculators LLC

APPLIED TECHNOLOGY LAB

Creative Learning Systems
Quasar Data Center

ARMORED CAR SERVICES

Dunbar Armored, Inc.

ART & ARTWORK

Art + Artisans Consulting*

ART SUPPLIES

Blick Art Materials
Butler Business Products LLC*
Discount School Supply
Liberty Office Products
Nasco

Pyramid School Products
S&S Worldwide Inc.
School Specialty Inc.

ATHLETIC SUPPLIES

Educator's Depot Inc.
North Houston Athletics LLC
Sideline Interactive LLC
Soccer 4 All Inc.

ATHLETIC SUPPLIES & RELATED ITEMS

BSN Sports
Nasco
Orr Textiles Company, Inc.
Pyramid School Products
S&S Worldwide, Inc.
School Specialty Inc.

ATHLETIC SURFACES (JOC-IDIQ)

3i Contracting, LLC
EMA Sports Solutions, LLC
Field Turf USA, Inc.
Floor-Tex Commercial Flooring, LLC
Icon Diversified, LLC
PTI Sports & Recreation Construction*
Rubber Flooring Systems, Inc.

AUDIO VISUAL EQUIPMENT

Aves Audio Visual Systems
Data Projections*
iTech Solutions*

AUTOMOTIVE EQUIPMENT, TIRE & TIRE REPAIR SUPPLIES

Goodyear Tire & Rubber Company
Goalsbee Tire Service, Inc.*
Texas Pride Marketing

AWARD JACKETS, SCREEN PRINTING & EMBROIDERY

Balfour Company
Butler Business Products LLC*
J. Harding & Co.

BOXES, PACKAGING SUPPLIES & FREIGHT SERVICES

Veritiv Operating Co.

BUILDING CLEANING, EXTERIOR

Americlean
Mid-Continental Restoration Co. Inc.

BUILDING CONTROLS

Automated Logic
Digital Air Control Inc.

BUS SERVICE (CHARTER)

AFC Transportation

CANOPIES & AWNINGS

ASA Builders

CARPET CLEANING & RELATED ITEMS

Hospitality Cleaning Solutions*
The King's Southern Division, LLC

CHEMICAL SUPPLIES

NAO Global Health, LLC*
J.R. Simplot
(See Food/Cafeteria Supplies for more vendors.)

CLASSROOM TEACHING SUPPLIES

Butler Business Products LLC*
DGS Educational Products
Liberty Office Products
Pyramid School Products
School Specialty

COMMUNICATION / PHONE SYSTEMS (VOIP)

CASE Systems, Inc.*
Datavox, Inc.
Inflow Communications, Inc.
Ika Total Technologies*

COMMUNICATIONS, CREATIVE & MARKETING SERVICES

CKP Communications Group, LLC
Love Advertising, Inc.
Versa Creative Group

CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION SERVICE

Multivista, LLC

CONSTRUCTION-IDIQ (JOC-IDIQ)

AggieLand Construction, LLC*
BaseLine Paving & Construction Inc.*
Basic IDIQ

Blackmon Mooring of Texas, Inc.
Brown & Root Industrial Services

Construction Masters of Houston
Corestone Construction Services

E Contractors USA*

EcoXstream, LLC

EduSource Corporation
ERC*

Facilities Sources*

Falkenberg Construction Co. Inc.*

Floors 2 Adore*

Generocity Services, Inc.

Horizon International Group LLC*

Jamail & Smith Construction, LP

JR Thomas Group, Inc.*

LMC*

Mid-Continental Restoration Company

Millennium Project Solutions Inc.*

Mitchell Contracting*

Mooring Recovery Services, Inc.

Nash Industries, Inc.*

Near Future, LLC*

Quad-Tex Construction, Inc.*

Radius Design Works, LLC

SDB Contracting Services

SETEX Facilities and Maintenance

Sterling Structures, Inc.

Sullivan Contracting Services

The Fence Lady, Inc.*

Tommy Klein Construction*

Vaughn Construction

Westco Ventures*

COPIERS / 3D PRINTERS / DIGITAL DUPLICATORS

Xerox (Dahill Business Solutions Southwest)

PapSmart (Ika Pinnacle Office Group)

COSMETOLOGY PRODUCTS

The Burmax Co.

CUSTODIAL SUPPLIES AND SERVICES

Ambassador Services, LLC
Auto-Chlor Services, LLC
Buckeye Cleaning Center-Houston
Butler Business Products*

CUSTODIAL SUPPLIES AND SERVICES (Continued)

Complete Supply Inc.*
Crown Paper & Chemical
Ecolab, Inc.
High Point
Kleen Supply Company
Liberty Office Products
M.A.N.S. Distributors, Inc.*
Orr Textile Company, Inc.
Pasco Brokerage, Inc.*
Ridley's Vacuum & Janitorial Supply*
Rio Paper & Supply, LLC*
School Specialty, Inc.

CUSTODIAL SERVICES ONLY

Ambassador Services, LLC
Hospitality Cleaning Solutions*
Metroclean Commercial Building Services*

DISASTER DEBRIS REMOVAL SERVICES

Graham County Land Company

DISASTER MITIGATION

Blackmon Mooring/BMS CAT
Enterprise Builders, LLC
ERC
Garloff Company, Inc.
Horizon International Group, LLC
Texas General Contractors, Inc.

DISASTER RECOVERY CONSULTANTS

Adjusters International Inc.
CDR Maguire, Inc.
Disaster Recovery Services, LLC
PVMA, LLC

DOCUMENT / RECORD MANAGEMENT

doc2e-file*
Revolution Data Systems, LLC
Veritrust Corporation

DOOR & WINDOWS (JOC-IDIQ)

Westco Ventures, LLC

DRUG & ALCOHOL TESTING SERVICES

DISA, Inc. (Ika Forward Edge)
Pinnacle Medical Management

EARLY CHILDHOOD SUPPLIES

Express Booksellers, LLC*
Kaplan Early Learning Co.
National Education Systems*

EDUCATIONAL MATERIALS

Achieve3000
CEV Multimedia, Ltd.
CodeMonkey Studios, Inc.
Discount School Supply
EAI Education

(Continued on next page)

* HUB/MWBE

EDUCATIONAL MATERIALS*(Continued)*

Frog Street Press
 GameSalad, Inc.
 Kaplan Early Learning Co.
 Lab Resources Inc.*
 Lakeshore Learning Materials
 Mentoring Minds LP
 Nasco
 Northwest Evaluation Association
 Oriental Trading Company
 People's Education
 Pitco Education
 Public Missiles Limited
 QEP Professional Books
 S&S Worldwide
 Saddleback Educational Publishing Inc.*
 School Specialty Inc.
 Studios Weekly, Inc.
 Sundance Newbridge, LLC
 Teacher Created Materials, Inc.*
 Teacher Heaven Inc.*
 Vutech Display Systems*
 WT Cox Information Services

EDUCATIONAL/INSTRUCTIONAL**SOFTWARE**

Blackboard
 Formative Loop, Inc
 iLearn, Inc
 Istation
 PCPC Direct
 Rosetta Stone Ltd.
 Shmoop University, Inc
 SuccessEd, LLC

ELECTRICAL CONTRACTOR SERVICES (JOC-IDIQ)

Choice1 Energy Services Retail, Inc.*
 Evolve Holdings, Inc.
 Millennium Project Solutions Inc.*
 Trio Electric
 Turner Power Systems & Construction, LLC

ELECTRICAL & MECHANICAL PLUMBING SERVICE (JOC-IDIQ)

A/W Mechanical Services LP
 CFI Mechanical, Inc.
 Climatec Inc.
 Gulf Coast Boiler Service Co.
 LECS, Ltd. (Electrical Contractors)
 Letsos
 Star Services, Inc.

ELECTRONIC PROCUREMENT SOFTWARE

Ion Wave Technologies, Inc.

ENERGY MANAGEMENT & CONSERVATION (ESCO)

Siemens Industry Inc.

ENERGY PURCHASE

Reliant Energy
 TXU Energy

E-READERS & E-BOOKS

Barnes & Noble Booksellers

FENCING (JOC-IDIQ)

Foster Fence Ltd.

FINANCIAL SOFTWARE

Agular Systems, Inc.
 OpenGov, Inc.

FIRE, SAFETY, SECURITY & SURVEILLANCE EQUIPMENT/SERVICES (JOC-IDIQ)

All Campus Security
 DAC (Digital Air Control)
 QSS* (Quality Security Systems)

FLAGS & FLAG POLES

Eagle Mountain Flag & Flagpole*
 Lady Liberty Flag & Flagpoles*

FUEL & LUBRICANTS

Blender Direct*
 Petroleum Traders
 Sun Coast Resources Inc.*

FUEL CARD MONITORING, GPS & BULK FUEL

Fleet IQ
 Impac Fleet*
 WEX Inc.

FURNITURE

9 to 5 Seating
 A. Borgas & Associates, LLC*
 Agati, Inc.
 Allied Plastics
 Butler Business Products LLC*
 Carolina Biological Supply Company
 Challenge Office Products Inc.*
 Computer Comforts Inc.
 Core Office Interiors
 Educator's Depot Inc.
 Facility Interiors Inc.*
 Fellowes*
 Gateway Printing and Office Supply, Inc.
 Hallmark Office Products Inc.
 Kaplan Early Learning Co.
 Kay Davis Associates LLC*
 Lakeshore Learning Materials
 Liberty Office Products
 Library Interiors of Texas*
 Palmieri Furniture
 School Specialty, Inc.
 TESCO Learning Environments
 The Edu-Source Corporation
 Today's Classroom, LLC

OFFICE FURNITURE

Carroll's Discount Office Furniture*
 Indiana Furniture Industries
 J.R., Inc.*
 Stylex
 Velocity Office Products, LLC*

GRADUATION, YEARBOOKS & COMMEMORATIVE

Balfour Co.
 Balfour Publishing
 Friessens Corporation
 Inter-State Studio & Publishing Company

HEALTH AND MEDICAL SUPPLIES & RELATED ITEMS

CVS
 Heartsafe America, Inc.
 Henry Schein, Inc.
 Medco Supply
 NAO Global Health
 Prime Medical Store
 Products Unlimited, Inc.
 Pyramid School Products
 School Health Corporation
 Tree Enterprises, LLC

HVAC EQUIPMENT & SERVICE (JOC-IDIQ)

Cary Services, Inc.
 Cook Mechanical, Inc.
 Gowan, Inc.
 Haynes Mechanical Systems, Inc.
 Hunton Services
 Lange Mechanical Services, LP
 The Brandt Companies, LLC
 Unify Energy Solutions, LLC
 Worth Hydrochem of Houston

INDUSTRIAL CLEANING EQUIPMENT

Alklear Industries Inc.*

INDUSTRIAL EQUIPMENT (RENT OR PURCHASE- JOC)

ASJET, Inc.
 Hunton Services
 Lansdown-Moody Company, L.P.
 United Rentals

INSURANCE SERVICES

Alamo Insurance Group
 FBS (Financial Benefit Services)
 TCG Benefits

INTERNET ACCESS

ENA Services, LLC
 Phonoscope Enterprise Group
 Pure Speed Lightwave

IT CONSULTING & INTEGRATIONS

eRate 360 Solutions
 Houston Information Team LLC
 True North Consulting Group LLC

LANDSCAPE & MAINTENANCE SERVICES

Metropolitan Landscape Management*
 Yellowstone

LEASING (TECHNOLOGY & ASSETS)

Insight Investments, LLC

LED LIGHTING & EQUIPMENT

Consolidated Electrical Distributors Inc.
 EIS Lighting

LED LIGHTING & EQUIPMENT

(Continued)
 Summit Electric Supply Co. Inc.
 Unified Sunergy Systems LLC*
 XtraLight Manufacturing Ltd.

LED LIGHTING & EQUIPMENT (JOC-IDIQ)

LMC Corporation*
 Spark Lighting, LLC
 XtraLight Manufacturing, LTD

MEDICAL CLAIMING & BILLING SERVICES

Houston HISD - Medicaid Finance & Consulting Services
 MSB Consulting, LLC
 Sivic Solutions Group, LLC

M&O PARTS AND EQUIPMENT

Acme Architectural Hardware
 Allpoints Food Service Parts & Supplies
 Bailey Bark Materials, Inc.
 Batteries Plus Bulbs #468*
 Battery Systems, Inc.
 Best Plumbing Specialties, Inc.
 CertainTeed Ceilings

M&O PARTS AND EQUIPMENT (Continued)

Clifford Power Systems, Inc.
 Deleard Tool of Texas
 Discount Two-Way Radio Corporation
 GemBlast*
 Heat Transfer Solutions
 Hunton Distribution
 Johnson Supply
 Kleen Supply Co.*
 Perry Mechanical Systems, LLC
 Sanitary Supply Co.
 Shiffler Equipment Sales, Inc.
 Summit Electric Supply Company, Inc.
 TMS South*

Zimmerer Kubota & Equipment

MODULAR BUILDINGS

Mobile Modular Management Corp.
 Palomar Modular Buildings LLC

MODULAR BUILDINGS (JOC-IDIQ)

Arias Building Systems LLC
 Facilities Sources
 GroundFORCE Building Systems
 JR Thomas Group

MOVING SERVICES

A-Rocket Moving & Storage*
 Roadrunner Moving & Storage

MUSICAL INSTRUMENTS

Alamo Music Center, Inc.
 H&H Music/Universal Melody
 K&S Music
 Music & Arts Center
 Rhythm Band Instruments
 Taylor Music, Inc.
 Washington Music Center
 West Music Company, Inc.

OFFICE SUPPLIES

Butler Business Products, LLC*
 Buy On Purpose
 BVI Resources
 Challenge Office Products Inc.*
 Educator's Depot, Inc.
 Hallmark Office Products Inc.
 Liberty Office Products
 M.A.N.S. Distributors, Inc.
 National-Art & School Supplies
 Pyramid School Products
 Reliant Business Products
 School Specialty Inc.
 Standard Office Products
 Tejas Office Products

PAINTING, DRYWALL, CEILINGS & FLOORING (JOC-IDIQ)

Business Flooring Partners, LLC
 Facilities Sources
 LMC Corporation
 Maintenance Solutions Inc.
 SETEX Construction Corporation
 Tarkett USA

PAPER

Bosworth Paper
 Butler Business Products, LLC*

PARKING LOT CLEANING SERVICES

Southern Care Sweeping & Paving Co.

* HUB/MWBE

**PAVING SERVICE, ASPHALT/
CONCRETE (JOC-IDIC)***Corestone Construction Services***PEST CONTROL SERVICES***Holder's Pest Solutions***POWER & COOLING SOLUTIONS***Critical Infrastructure Solutions (CIS) LLC***PRINTING & COPYING SERVICES***Houston ISO/PSI**LP Printing**Texas Litho***Thomas Printworks (A&E Graphics)***PROMOTIONAL ITEMS***Almprint**Buffalo Specialties***Butler Business Products LLC***Calfee Specialties***Challenge Office Products***Marketing Magic****REPAIR & RENOVATION****SERVICES - (JOC-IDIC)***Aggieland Construction, LLC***ERC***Facilities Sources***Horizon International Group, LLC***Mart, Inc.**Nash Industries Inc.****ROAD PRODUCTS***GeoSolutions Inc.***ROOFING (JOC-IDIC)***American Contracting USA Inc.***Atlas Universal**Centennial Moisture Control, Inc.**CR Systems, Inc.***CS Advantage USAA Inc.***D7 Roofing & Metal, LLC***D&G Quality Roofing***Duro-Last Roofing, Inc.**Harvest Innovative Solutions, LLC***Ika Hi-Mark Roofing & Waterproofing**Jaco Roofing & Construction, Inc.**John A. Walker Roofing Co. Inc.**J.R. Jones Roofing**LD Tebben Co. Inc.**Liqua Tech***Reliable Commercial Roofing Services, Inc.**Sea-Breeze Roofing Inc.**Weatherproofing Services****SAFETY SUPPLIES & EQUIPMENT***MSC Industrial Supply Co., Inc.***SCIENTIFIC EQUIPMENT***Carolina Biological Supply Co.**Educator's Depot Inc.**Finn Scientific Inc.**Frey Scientific**NAO Global Supply***Pitsco Education***SECURITY OFFICER SERVICES &****PRIVATE INVESTIGATION****WORK (OFF-DUTY POLICE)***1st Response Security***Blue Knight Security, LLC***Executive Threat Solutions LLC****SECURITY SERVICES & RELATED
ITEMS***Enseo, Inc.***JABIS Security Services**Premier Wireless***School Specialty, Inc.**Stanley Convergent Security Solutions, Inc.***SIGNAGE***Kaiser Graphics***SOFTWARE AS A SERVICE***Neorpad, Inc**R3 Collaboratives Inc***STEM & CTE***Accelerate Learning, Inc.**Marie Bou K12, Inc.**MathScience, Inc.**TCC Learning, LLC**Teaching Systems, Inc.**Tynker**Vista School Resources***STUDENT INFORMATION SYSTEM***Focus School Software***TECHNOLOGY HARDWARE,
SOFTWARE & SERVICES***ACCO Brands USA, LLC**Advantage Imaging Supply, Inc.**Aspire HR, Inc.***Avaya**Best Buy for Business**ByteSpeed, LLC***Capsuletek, LLC**CDW Government**EduProject ELL, LLC**Evolve Holdings, Inc.**GovConnection, Inc.**GTS Technology Solutions, Inc.***HiEd Inc.***Intech Southwest Services, LLC***Lantana Communications**LynxVerse Technologies***M&A Technology***Micro Integration**Micro Tech***Nazco Technologies & Consulting**Netsync Network Solutions***Network Cabling Services, Inc.**NWN Corp.***Panorama Education, Inc.**PCM Gov.**Prime Systems***Quasar Data Center, Ltd.***Ron Turley Associates, Inc.***SHI Government Solutions***Square 3* Ika PC Core, Inc.**Teaching Systems, Inc.**Troxell Communications, Inc.**TwoTrees Technologies**Unique Digital**Virtucom***Waypoint Business Solutions, LLC***TECHNOLOGY RECYCLING***Electronic Recyclers International, Inc.**Global Asset***RetirePC.com***TECHNOLOGY SECURITY SOLUTIONS***Birch Cline Technologies***Nuemman, LLC**Set Solutions***TECHNOLOGY SUPPLIES & RELATED
ITEMS***Butler Business Products, LLC***School Specialty Inc.**Southern Computer Warehouse, Inc.***TEMPORARY PERSONNEL SERVICES***22nd Century Technologies, Inc.**A-1 Personnel of Houston, Inc.***ExecuTeam Staffing LP***LaneStaffing, Inc.***Staffmark**The Spearhead Group, Inc.****TEXTBOOKS & LIBRARY BOOKS***Barnes & Noble Booksellers**Cengage Learning Inc.**Complete Book & Media Supply***Express Booksellers***KAMCO Instructional Media Inc.***Scholastic Library Publishing Inc.**Steps to Literacy**Teacher Created Materials Inc.****THIRD PARTY CODE****INSPECTION SERVICES***Bureau Veritas***TONER & INK CARTRIDGES***Butler Business Products, LLC***Enhanced Laser Products***TRAINING***New Horizons Computer Learning Center***(Technology Training)**Technical Lab Systems**(System Distributor)***TRANSLATION SERVICES***Albaum & Associates, LLC***TRAVEL SERVICES***STA Travel (Student & Educational)***TREE TRIMMING***Asplundh Tree Expert Co.**Bartlett Tree Expert Co.***TWO WAY RADIOS***Houston Communications**NW Radio****UNIFORMS***BSN Sports (Athletic)**Fruhauf Uniforms Inc. (Band)**J. Harding & Co.**Texas Motion Sports LLC (Athletic)**Triple D Uniform, Inc.****VETERINARY SUPPLIES***NAO Global Health, LLC***WASTE & RECYCLING SERVICES***Aggressive Waste Disposal***Waste Management of Texas, Inc.***WEB DESIGN SERVICES***WebRevelation**(Continued on next page)*** HUB/MWBE*



AWARDED CONTRACTS

OCTOBER, 2019



Division of Harris County Department of Education. New contracts are awarded frequently.
www.ChoicePartners.org

FOOD/CAFETERIA SUPPLIES

BOTTLED WATER, COOLERS & FILTRATION SYSTEMS

Nestle Waters (Ozarka)
DS Waters (Sparkletts)

BREAD PRODUCTS

Kurz & Co.

CAFETERIA/KITCHEN CLEANING (CHEMICAL) PRODUCTS & SERVICES

Armstrong Repair Center, Inc.
AutoChlor Services, LLC
Buckeye International, Inc.
Ecolab Inc.
Magnus Procurement & Logistic Solution Inc.
Sanitech Systems, Inc.
SFSPac Food Safety & Sanitation Program

CAFETERIA RENOVATION (JOC-IDIQ)

EduSource
Radius Design Works

CASH COUNTING SYSTEMS

Automated Financial Systems

COMMODITY PROCESSING OF USDA FOODS

Alpha Foods Co.
Asian Food Solutions
Basic American Foods
Bongards Creameries
Brookwood Farms, Inc.
Cargill Kitchen Solutions
Cargill Meat Solutions
ConAgra Foods, Inc.
Del Monte Foods, Inc.
Don Lee Farms (Goodman)
Foster Farms
Goldkist (Pilgrims Pride Corp)
High Liner Foods
Idahoan Foods, LLC
Integrated Food Service (Let's Do Lunch)
J.M. Smucker Company/
Smucker Foodservice Inc.
J.R. Simplot Company
Jennie-O Turkey Store Sales, LLC
JTM Foods Group
Lamb-Weston
Land O'Lakes
M.C.I. Foods/Los Cabos Mexican Foods
Maid-Rite Steak Company, Inc.
McCain Foods USA, Inc.
Michael Foods, Inc.
National Food Group, Inc.
Out of the Shell (Yang's 5th Taste)
Peterson Farms Fresh, Inc.

COMMODITY PROCESSING OF USDA FOODS (Continued)

Red Gold, LLC
Rich Chicks, LLC
Rich Products Corporation
Rodriguez Foods, LTD
S.A. Piazza & Associates, LLC (Wild Mikes)
Schwan's Food Service, Inc.
Tabatchnick Fine Foods, Inc.
Tasty Brands
Trident Seafoods
Tyson Prepared Foods, Inc.
Uno Foods, Inc.
Wawona Frozen Foods

DAIRY PRODUCTS

Borden Milk

FOOD EQUIPMENT, PARTS, REPAIR, INSTALLATION, MAINTENANCE & SMALL WARES & RELATED ITEMS & SERVICES

1st Choice Restaurant Equipment & Supply, LLC
Ace Mart Restaurant Supply Co.
Budget Restaurant Supply
Commercial Kitchen Parts & Service
Coolers, Inc. *
Edu-Source Corporation
Heritage Food Service Equipment
Hobart Service
Innosed Systems
ISI Commercial Refrigeration
Jean's Restaurant Supply
Kommercial Kitchens
Liber Holdings, LLC
Pasco Brokerage*
Preferred Food Service Design
Refrigeration Technologies, LLC
School Food Service Innovations
Shepherd Food Equipment

FOOD SERVICE SUPPLIES

Ace Mart Restaurant Supply
Butler Business Products, LLC*
Gulf Coast Paper Company, Inc.
Liberty Office Products
Wallace Packaging, LLC

FROZEN & CHILLED BEVERAGE PRODUCTS

Trident Beverage

GROCERY PRODUCTS

Gordon Food Service*
Jake's Finer Foods*
Labatt Food Service

ICE CREAM PRODUCTS

Blue Bonnet (Rich's Ice Cream)
Dippin Dots*
JP Ice Cream - Rio Grande Valley (Rich's Ice Cream)
La Brisa Ice Cream*
La Costenita Distributor* (Rich's Ice Cream)
Masters Distribution Systems* (Rich's Ice Cream)
Paletaria El Pibe* (Rich's Ice Cream)
Southern Ice Cream (Hershey's Ice Cream)*
Yumi Ice Cream (Blue Bunny Ice Cream)

PIZZA PROGRAM

Dominos Pizza
Papa John's Pizza
Smart Mouth Foods

PRODUCE

Brothers Produce
DiWare Fresh, Inc.
Hardie's Fruit & Vegetable Co.
SNACKS & BEVERAGES
Buena Vista Food Products, Inc.
J&J Snack Foods Sales Corp.
Muffin Town
Notables
The Masters Distribution Systems Co., Inc.
The Safe + Fair Food Company, LLC

TECHNOLOGY & OTHER RELATED SERVICES & PRODUCTS FOR NUTRITION SERVICES

Descon Signage Solutions
EMS UNQ
Heartland School Solutions
InTouch POS
Nutri-Link Technologies, Inc.
PCS Revenue Control Systems, Inc.
PrimerEdge
Smart Sense by Digi

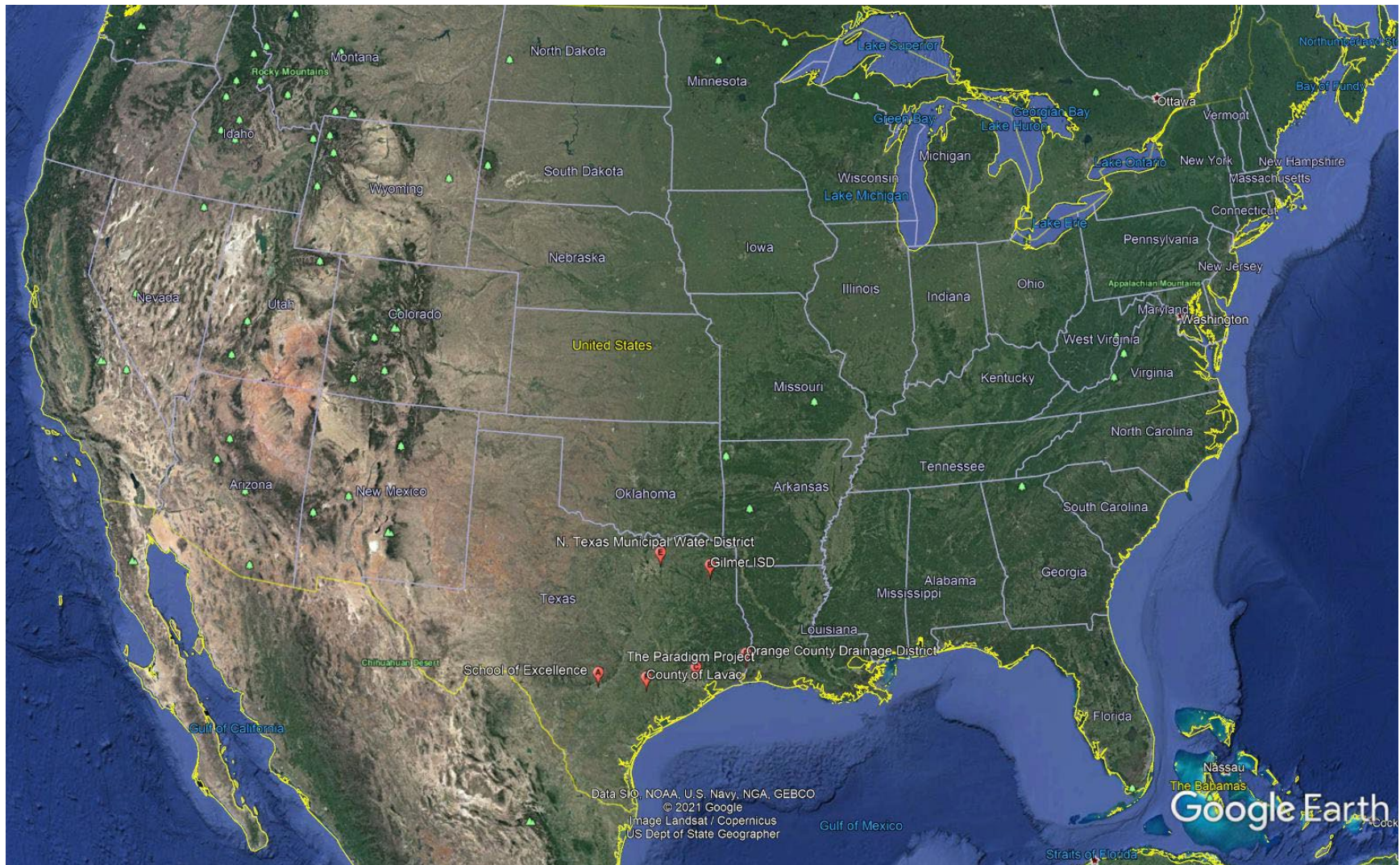
VENDING MACHINES

American Vending Sales

* HUB/MWBE

Mailing address: 6300 Irvington Blvd., Houston, TX 77022-5618 / Physical address: 6005 Westview Dr., Houston, TX 77055

877-696-2122 / 713-696-2122



May 19, 2021

HCDE Board Agenda Interlocal Map:

A: School of Excellence

B: Gilmer ISD

C: The Paradigm Project

D: Orange County Drainage District

E: North Texas Municipal Water District

HCDE Board Agenda Interlocal Map – Cont'd

G: County of Lavaca

Regular Board Meeting

6.F.1.

Meeting Date: May 19, 2021
Title: Contract Renewal option for Job No. 19/019KJ HVAC Testing and Balancing
Submitted For: Bill Monroe, Purchasing **Submitted By:** Inga Ash
Recommended Action: Approve **HCDE Goal(s):** 1. Impact education/respond to evolving needs
 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Richard Vela, Dr. Jesus Amezcua, Kendra Jackson, Inga Ash **Facilities/Technology Approval Needed?:** None

Information

Posted Agenda Item:

Consider approval of Contract Renewal option for job no. 19/019KJ HVAC Testing and Balancing with the following vendors: Campos Engineering Inc. and National Precision, LLC. for the period of 06/19/2021 through 06/18/2022.

Subject:

HVAC Testing and Balancing

Rationale:

HCDE contract no. 19/019KJ was originally awarded for one (1) year from 06/19/2019 through 06/18/2020. The contract has the option for four (4) annual renewals. HCDE recommends exercising the second (2nd) option for the renewal period 06/19/2021 through 06/18/2022 for the vendors listed above in Posted Agenda Item. This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Attachments

Execution of Offer
Execution of Offer

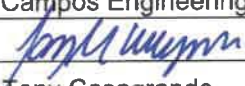
Form Review

Inbox	Reviewed By	Date
Purchasing	Inga Ash	04/26/2021 10:15 AM
Purchasing Alternate (Originator)	Kendra Jackson	04/26/2021 11:34 AM
Purchasing	Kendra Jackson	04/26/2021 11:34 AM
Assistant Superintendent - Business	Jesus Amezcua	05/03/2021 11:08 PM
Form Started By: Inga Ash		Started On: 04/22/2021 02:57 PM
Final Approval Date: 05/03/2021		

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Campos Engineering, Inc.		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Tony Casagrande		
TITLE:	President		
DATE:	3/31/2021		
ADDRESS:	1331 River Bend Dr.		
CITY, STATE, ZIP CODE:	Dallas, TX 75247		
PHONE:	214-696-6291	FAX:	214-696-0633
EMAIL ADDRESS:	tcasagrande@camposengineering.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.


Approved by Harris County Department of Education:

_____ Jesus J. Amezcua, Ph.D., CPA, RTSBA Assistant Superintendent for Business Services	_____ Approval Date
---	------------------------

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	National Precisionaire, LLC		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Felix M. Garza		
TITLE:	Director of Operations		
DATE:	April 13, 2021		
ADDRESS:	21321 Inverness Forest Blvd.		
CITY, STATE, ZIP CODE:	Houston, TX 77073		
PHONE:	281-449-0961	FAX:	281-449-1925
EMAIL ADDRESS:	fgarza@precisionaire-tx.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting

6.F.2.

Meeting Date: May 19, 2021

Title: Contract Renewal for Job No. 20/041KJ Youth Pathways: Digital Badging Initiative / Digital/Web-Based E-Portfolio/Digital Badging System)

Submitted For: Bill Monroe, Purchasing

Submitted By: Inga Ash

Recommended Action: Approve

HCDE Goal(s):
1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation

Additional Resource Personnel:

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider approval of a Contract Renewal option for job no. 20/041KJ Youth Pathways: Digital Badging Initiative / Digital/Web-Based E-Portfolio/Digital Badging System with the following vendors: Instructure, Inc., and PHS Capital, Inc. for the period of 06/01/2021 through 05/31/2022.

Subject:

20/041KJ Youth Pathways: Digital Badging Initiative / Digital/Web-Based E-Portfolio/Digital Badging System)

Rationale:

HCDE contract no. 20/041KJ was awarded for one (1) year from 06/01/2020 through 05/31/2021. The contract has the option for nine (9) annual renewals. HCDE recommends exercising the second (2nd) option for renewal period 06/01/2021 through 05/31/2022 for the vendors listed above in the Post Agenda Item. This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Attachments

Execution of Offer

Form Review

Inbox

Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 05/03/2021

Reviewed By

Kendra Jackson
Jesus Amezcua

Date

04/27/2021 02:12 PM
05/03/2021 11:08 PM
Started On: 04/26/2021 10:52 AM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Instructure, INC		
AUTHORIZED SIGNATURE:	<i>JaBrenna Harrison</i>		
PRINT NAME:	JaBrenna Harrison		
TITLE:	AR Clerk		
DATE:	04/06/2021		
ADDRESS:	6330 S 3000 E STE 700		
CITY, STATE, ZIP CODE:	Salt Lake City, UT 84121		
PHONE:	801-869-5000	FAX:	888-213-3894
EMAIL ADDRESS:	ar@instructure.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:


Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	PHS Capital LLC		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Priten Shah		
TITLE:	CEO		
DATE:	4/5/2021		
ADDRESS:	20 Broad St, Unit 2201,		
CITY, STATE, ZIP CODE:	New York, NY 10005		
PHONE:	6174176624	FAX:	
EMAIL ADDRESS:	contact@classrooms.cloud		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting

6.F.3.

Meeting Date: May 19, 2021

Title: Contract Award for Job No. 21/025YR Professional Development Services for HCDE TLC

Submitted For: Bill Monroe, Purchasing

Submitted By: Yaritza Roman

Recommended Action: Approve

HCDE Goal(s): 1. Impact education/respond to evolving needs
4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: CJ Rodgers, Andrea Segraves, Dr. Jesus Amezcua, Kendra Jackson, and Yaritza Roman

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider approval of Contract Award for job no. 21/025YR Professional Development Services for the Harris County Department of Education Teaching and Learning Center Divison with the following proposer(s): Amanda Morgan; Be Glad, LLC; The Children's Museum of Houston; Cindy Puryear Consulting Services, LLC; Education Elements, Inc.; Engaging Learners, LLC; eTeaching Me dba Love N Learn At Home; GV Implementation Solutions; Lakeshore Learning Materials; Blue Daisy Consulting, LLC dba Lead Your School; Marzano Resources, LLC; MGT of America Consulting, LLC; National Inventors Hall of Fame, Inc.; National Training Network, Inc.; Nylinka School Solutions; PowerSchool Group, LLC; Tammy Rodney; Teaching Strategies, LLC; Think Big Learning; Untapped Genius; Writers in the Schools, and Young Audiences, Inc. of Houston for the period of 05/19/2021 through 05/18/2022.

Subject:

Professional Development Services for HCDE TLC

Rationale:

The process enacted was a Request for Proposals (RFP) to acquire proposals from vendors to provide professional development services for the Harris County Department of Education Teaching and Learning Division. Seven hundred twenty-three (723) invitations were extended for proposals. Forty-seven (47) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP, were evaluated, and scored. Fifteen (15) vendors were deemed as non-responsive; one (1) response is being considered; nine (9) did not meet the minimum criteria, and twenty-two (22) vendors offering the best value to HCDE/Teaching and Learning Center are being recommended for an award.

The contract period shall be for a term of one (1) year from 05/19/2021 through 05/18/2022 to the vendors stated above in Posted Agenda Item. Contract no. 21/025YR has the option for up to four (4) annual renewals. This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Attachments

ECI Form
Participation Report

Form Review

Inbox

Purchasing
Assistant Superintendent - Business
Form Started By: Yaritza Roman
Final Approval Date: 05/03/2021

Reviewed By

Kendra Jackson
Jesus Amezcua

Date

05/03/2021 09:51 AM
05/03/2021 11:08 PM
Started On: 04/26/2021 12:04 PM

RFP 21/025YR Professional Development Services for Harris County Department of Education Teaching and Learning Center Division - Evaluation Summary

Evaluation Criteria	Total Weighted Value	All Around Staffing, Inc.	Amanda Morgan, Not Just Cute	Be Glad, LLC	Cheryl R. Vital	Children's Museum of Houston	Cindy Puryear Consulting	Collaborate with Christina	Consolidate Performance
Price	25	25.00	15.00	22.00	21.67	25.00	16.33	11.67	21.33
Reputation of Vendor and Vendor's goods and/or service	20	10.00	20.00	18.67	16.67	20.00	19.33	16.00	18.67
Quality of Vendor's goods and/or services	25	10.00	21.33	23.00	11.67	25.00	24.00	17.67	20.00
Extent to which the goods and/or services meet HCDE needs	25	0.00	23.33	25.00	8.33	25.00	20.67	10.67	0.00
Vendor's past relationship with HCDE	5	3.33	0.00	3.33	0.00	5.00	5.00	5.00	0.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other (Ability to allow other local government entities to piggy-back from this contract)	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Average	100	48.33	79.67	92.00	58.33	100.00	85.33	61.00	60.00
			RECOMMENDED	RECOMMENDED		RECOMMENDED	RECOMMENDED		

RFP 21/025YR Professional Development Services for Harris County Department of Education Teaching and Learning Center Division - Evaluation Summary

Evaluation Criteria	Total Weighted Value	Education Elements	Engaging Learners	eTeaching Me	GV Implementation	Lakeshore Learning Materials	Lead Your School	Lynn Gomes
Price	25	20.00	12.00	23.00	17.33	17.00	18.00	0.67
Reputation of Vendor and Vendor's goods and/or service	20	20.00	17.33	13.00	18.00	19.33	16.00	0.00
Quality of Vendor's goods and/or services	25	22.33	20.67	20.67	20.00	24.00	17.33	0.00
Extent to which the goods and/or services meet HCDE needs	25	21.67	20.67	18.00	20.00	24.00	18.00	0.00
Vendor's past relationship with HCDE	5	5.00	0.00	5.00	0.00	5.00	5.00	0.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other (Ability to allow other local government entities to piggy-back from this contract)	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Average	100	89.00	70.67	79.67	75.33	89.33	74.33	0.67
		RECOMMENDED	RECOMMENDED	RECOMMENDED	RECOMMENDED	RECOMMENDED	RECOMMENDED	

RFP 21/025YR Professional Development Services for Harris County Department of Education Teaching and Learning Center Division - Evaluation Summary

Evaluation Criteria	Total Weighted Value	Marzano Resources	MGT of America	National Inventors Hall of Fame	National Training Network, Inc.	Nylinka School Solutions	Positive Behavior Spports	PowerSchool Group, LLC
Price	25	17.00	10.67	18.00	22.00	23.33	20.67	19.33
Reputation of Vendor and Vendor's goods and/or service	20	19.33	18.00	18.00	19.33	13.00	16.67	19.33
Quality of Vendor's goods and/or services	25	20.67	20.67	18.67	24.00	18.00	0.00	20.00
Extent to which the goods and/or services meet HCDE needs	25	24.00	20.67	19.33	24.00	18.00	0.00	20.00
Vendor's past relationship with HCDE	5	0.00	0.00	5.00	0.00	3.33	0.00	5.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other (Ability to allow other local government entities to piggy-back from this contract)	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Average	100	81.00	70.00	79.00	89.33	75.67	37.33	83.67
		RECOMMENDED	RECOMMENDED	RECOMMENDED	RECOMMENDED	RECOMMENDED		RECOMMENDED

RFP 21/025YR Professional Development Services for Harris County Department of Education Teaching and Learning Center Division - Evaluation Summary

Evaluation Criteria	Total Weighted Value	Project Grad Houston	Tammy Rodney	Teaching Strategies, LLC	The Core Collaborative, Inc.	The Process Manager	Think Big Learning	UNTAPPED Genius	Writers in School	Young Audiences, Inc. of Houston
Price	25	20.67	18.33	19.33	10.00	18.33	19.33	24.00	18.67	19.33
Reputation of Vendor and Vendor's goods and/or service	20	19.33	16.00	18.67	11.67	19.33	19.33	18.33	20.00	18.67
Quality of Vendor's goods and/or services	25	19.33	20.00	21.33	13.33	6.67	25.00	22.33	24.00	20.00
Extent to which the goods and/or services meet HCDE needs	25	0.00	20.00	20.67	13.33	0.00	25.00	22.33	23.67	20.00
Vendor's past relationship with HCDE	5	5.00	0.00	3.33	1.67	5.00	5.00	5.00	5.00	3.33
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other (Ability to allow other local government entities to piggy-back from this contract)	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Average	100	64.33	74.33	83.33	50.00	49.33	93.67	92.00	91.33	81.33
			RECOMMENDED	RECOMMENDED			RECOMMENDED	RECOMMENDED	RECOMMENDED	RECOMMENDED



**Harris County Department of Education
Business Office /Purchasing Division
Job (Bid-Proposal) **Recommendation Form**
Program Review**

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Division
From: Recommendation Committee

**Kelly Tomy
Nicole Shanahan
Kendra Jackson**

Job (Bid or RFP#) and Name: 21/025YR
Professional Development Services for the Harris County
Department of Education Teaching and Learning Center Division

Board Meeting Date: May 19, 2021

Date: April 7, 2021

Procurement Requirements Available:

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
 From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)
 Over \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the **conflict of interest requirements** for federal funds.



I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding **conflict of interest disclosures**.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all Buyers & Director)

Justification:

Job no. 21/025YR

This RFP was developed to procure professional development services for the Teaching and Learning Center Division.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitation to propose was sent to seven hundred twenty-three (723) vendors.

HCDE received forty-seven (47) responses.

Recommendation:

HCDE is recommending the following vendors for award:

- Amanda Morgan,
- Be Glad, LLC
- The Children's Museum of Houston
- Cindy Puryear Consulting Services, LLC
- Education Elements, Inc.
- Engaging Learners, LLC
- eTeaching Me dba Love N Learn At Home
- GV Implementation Solutions
- Lakeshore Learning Materials
- Blue Daisy Consulting, LLC dba Lead Your School
- Marzano Resources, LLC
- MGT of America Consulting, LLC
- National Inventors Hall of Fame, Inc.
- National Training Network, Inc.
- Nylinka School Solutions
- PowerSchool Group, LLC
- Tammy Rodney
- Teaching Strategies, LLC
- Think Big Learning
- Untapped Genius
- Writers in the Schools
- Young Audiences, Inc. of Houston



**Harris County Department of Education
Business Office /Purchasing Division**

EC Form

Effectiveness and Compliance Review

[This form is used to document due diligence by Buyer]

To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt.
for Business

From: Yaritza Román – Contract Manager

Job- Bid or RFP# and Name: 21/025YR Professional Development Services for Harris County
Department of Education Teaching and Learning Center Division

Board Meeting Date: May 19, 2021

Date: April 4, 2021

Procurement Requirements Applicable:

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
 From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)
 Over \$50,000 (per CH Local)
 Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the **conflict of interest requirements** for federal funds.

I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding **conflict of interest disclosures.**

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director 251

Harris County Department of Education

Participation Detail as of 4/26/2021 12:52:07 PM (CT)

Bid Information

Bid Creator	Yaritza Roman
Email	yroman@hcde-texas.org
Phone	(713) 696-8212
Fax	
Bid Number	21/025YR
Title	Professional Development Services for Harris County Department of Education Teaching and Learning Center Division
Bid Type	Request for Proposal
Issue Date	12/10/2020 09:07 PM (CT)
Close Date	2/16/2021 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
@RISK Technologies	Dallas, TX	12/10/2020			
2 Inspire Peace	Dallas, TX	12/10/2020			
2*2*4 Solutions Education Consulting Service	Red Oak, TX	12/10/2020			
365 Media (365 Media LLC)	Portsmouth, NH	12/10/2020			
365 Paving & Construction LLC	Mission, TX	12/10/2020			
3rd I Process FX	Houston, TX	12/10/2020			
4.0 GPA	Houston, TX	12/10/2020			
400 Voices	Houston, TX		Viewed	02/10/2021	
4kboards	Keller, TX	12/10/2020			
4W Solutions, Inc	Houston, TX	12/10/2020			
7Mindsets	Roswell, GA	12/10/2020			
806 Technologies, Inc.	Plano, TX	12/10/2020			
A & R Holdings, LLC	Jacksonville, FL	12/10/2020			
A,N,H. Consulting, LLC.	New Orleans, LA	12/10/2020	Viewed	12/14/2020	
A.I.M. (Assessment Intervention Management, LLC)	San Antonio, TX	12/10/2020			
AAA Painting	Houston, TX	12/10/2020			
Abundance Educational Consulting, LLC	Humble, TX	12/10/2020	Viewed	02/03/2021	
AC Language School (Chavez & Associates)	Sugar Land, TX	12/10/2020	Unsubmitted	01/08/2021	
Academic Learning Company (Velazquez Press)	El Monte, CA	12/10/2020			
Aceves Communications	Houston, TX	12/10/2020			
Achor Counseling & Associates LLC	HOUSTON, TX	12/10/2020			
ACS Engineering & Safety	Spring, TX	12/10/2020			
Acumen Enterprises, Inc.	Desoto, TX	12/10/2020			
AdaptiveX (Test4Me LLC)	Glenarden, MD	12/10/2020			
Adele's Coaching and Consulting	Missouri City, TX	12/10/2020			
Adira LLC	Savannah, TX	12/10/2020			
AdjuStar Services, Inc.	Houston, TX	12/10/2020			
ADMORE BEHAVIORAL THERAPY	Houston, TX	12/10/2020			
Adrian Garcia	Brownsville, TX	12/10/2020			
Advance Plus Therapy Services, LLC	Pasadena, TX	12/10/2020			
ADVANTAGE BENEFIT SOLUTIONS (Stefanick Insurance Services Inc.)	Houston, TX	12/10/2020			
Adwebvertising, LLC (Nick Covanes)	Katy, TX	12/10/2020			
AECOM (AECOM Technical Services Inc)	Houston, TX	12/10/2020			
Agular Systems, Inc.	Austin, TX	12/10/2020			
AJ Construction	Houston, TX		Viewed	01/18/2021	
Alamo HR	San Antonio, TX	12/10/2020	Viewed	01/12/2021	
Alamo Music Center, Inc.	San Antonio, TX	12/10/2020			
Alba Educational Consulting, LLC	Kingwood, TX	12/10/2020			
Albourn Translation Services (Albourn & Associates, LLC)	Arlington, VA	12/10/2020			
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	12/10/2020			
All Around Staffing Inc.	Hazel Crest, IL		Submitted	02/11/2021	02/11/2021

All Educate Learning Resources	Livingston, TX	12/10/2020			
ALL VALLEY DRUG SCREENS	Brownsville, TX	12/10/2020			
Alliance Financial Ministries, Inc.	Pearland, TX	12/10/2020	Unsubmitted	12/14/2020	
ALPHA Facilities Solutions	San Antonio, TX	12/10/2020			
Alpha Testing, Inc.	Dallas, TX		Viewed	12/11/2020	
AlphaGraphics (Lukitas Inc.)	Houston, TX	12/10/2020			
ALTERING THE EDUCATION XPECTATION LLC	Evanston, IL		Submitted	02/09/2021	02/09/2021
Altitude Learning (AltSchool, PBC d/b/a Altitude Learning)	San Francisco, CA	12/10/2020			
Amaanah Refugee Services	Houston, TX	12/10/2020			
Amanda Holdsworth Communications	South Lyon, MI	12/10/2020			
Amanda Morgan, Not Just Cute (Amanda Morgan)	Olalla, WA		Submitted	01/24/2021	01/24/2021
American Fire Systems Inc.	HOUSTON, TX	12/10/2020			
American Institutes for Research (American Insitutes for Research in the Behavioral Sciences)	Washington, DC		Viewed	12/11/2020	
American Productivity & Quality Center	Houston, TX	12/10/2020			
American Vision Marketing LLC	Stafford, TX	12/10/2020			
Amparo Consulting & Design	Grand Junction, CO	12/10/2020			
AMTEX Security Inc.	Corpus Christi, TX	12/10/2020			
Anew Psychological Services, PLLC	Houston, TX	12/10/2020			
AnLar, LLC	Arlington, VA	12/10/2020	Viewed	02/03/2021	
Ann Marie Harbour	Richmond, TX	12/10/2020			
Anthropology Arts (Voices Advance LLC DBA anthropology arts)	Brooklyn, NY		Submitted	01/12/2021	01/12/2021
APIA Source (APIA Source LLC)	Saginaw, TX	12/10/2020	No Bid	12/15/2020	12/15/2020
Apple Developmental Health	Houston, TX	12/10/2020			
Aptim Environmental & Infrasture	Baton Rouge, LA	12/10/2020			
Ardent Technologies Inc	Dayton, OH		Viewed	12/18/2020	
ardurra group	houston, TX	12/10/2020			
Argument-Driven Inquiry	Austin, TX	12/10/2020			
Arts Alive! Inc (ARTS ALIVE!)	Houston, TX	12/10/2020			
ASAP Roofing (Koppel & Kozel, LLC)	Tyler, TX	12/10/2020			
ASD Consultants, Inc.	Austin, TX	12/10/2020			
ASHCRAFT COMPANY	Dallas, TX		Viewed	12/28/2020	
ASmart Consulting	Houston, TX	12/10/2020			
Aspire Works LLC	San Antonio, TX	12/10/2020			
Assoc for the Advancement of Mexican Americans (AAMA)	Houston, TX	12/10/2020			
Astrov & Associates	Frisco, TX	12/10/2020			
AT&T Mobility LLC	Bellaire, TX	12/10/2020			
Atkins Powerhouse Consulting LLC	Fort Worth, TX	12/10/2020			
Atlas Civil Engineering PLLC	Houston, TX	12/10/2020			
AUSTIN LEARNING CENTER (CANDEO, LLC)	AUSTIN, TX	12/10/2020			
Baked With Confidence	Houston, TX	12/10/2020			
Balance Companies (Balance Group, LLC)	Houston, TX	12/10/2020			
Bara Infoware Inc.	Danville, CA	12/10/2020			
Barranco Educational Assessment, Counseling, and Consulting Svcs., PLLC	Montgomery, TX	12/10/2020			
Barstone, Inc.	San Antonio, TX	12/10/2020			
Bartlett Tree Experts (F.A. Bartlett Tree Expert Company)	Houston, TX		Viewed	01/26/2021	
BCA DX LABORATORY	Livingston, TX	12/10/2020			
BCS Consulting	Humble, TX	12/10/2020			
BE GLAD LLC	San Jose, CA	12/10/2020	Submitted	01/11/2021	01/11/2021
BEAL Safety and Performance	Sugar Land, TX	12/10/2020			
Bearing Fruit Early Childhood Training	HOUSTON, TX	12/10/2020			
Bedden & Associates, LLC (Bedden)	Richmond, VA	12/10/2020			
Bee Busy Wellness Center	Houston, TX	12/10/2020			
Bell and Smarts	Broken Arrow, OK	12/10/2020			
Ben DeSoto	Ogden, UT		Viewed	01/29/2021	
BenefitScape (Benefit Coordinators of America, LLC)	Natick, MA	12/10/2020			
BENNETT MANAGEMENT SOLUTIONS LLC	Spring, TX	12/10/2020			
Best Practice Associates, Inc.	Houma, LA	12/10/2020			

BIAS Corporation	Atlanta, GA	12/10/2020		
Bio-Rad Laboratories, Inc	Hercules, CA	12/10/2020		
Black Topaz Consulting	Austin, TX	12/10/2020		
Black United Fund of Texas	Houston, TX	12/10/2020		
BlackBeltHelp	Chicago, IL	12/10/2020		
BLU PHIRE RESEARCH INSTITUTE INC	HOUSTON, TX	12/10/2020		
BluGreen Pest Control	Wallis, TX	12/10/2020		
BMHR - Better Man HR LLC	SAN ANTONIO, TX	12/10/2020		
Bond Program Management Services	Richards, TX	12/10/2020		
BookerDezigns	Richmond, TX	12/10/2020		
Bookwhisperer, Inc. (Donalyn Miller)	Colleyville, TX	12/10/2020		
Boundaryless Enterprises, LLC	Houston, TX	12/10/2020		
Bracane Company	Plano, TX	12/10/2020		
Brahmarsk Corporation	Sugar Land, TX	12/10/2020		
BrainStorm Advanced Learning Systems	Mansfield, TX	12/10/2020		
Brandi Spencer Consulting	Spring, TX	12/10/2020		
Brandi T. Brown	Manvel, TX	12/10/2020		
Braun Intertec Corporation	Houston, TX	12/10/2020		
Briar Patch	Houston, TX	12/10/2020		
Bridge to Leadership, LLC	Missouri City, TX	12/10/2020		
Brighter Futures Counseling and Consulting	Houston, TX	12/10/2020	Viewed	12/11/2020
Bruce Monical Design	Bacliff, TX	12/10/2020		
BTS Consulting (Business Trade and Services, inc.)	Doral, FL	12/10/2020		
Building Solutions	dallas, TX	12/10/2020		
Bureau of Education & Research	Bellevue, WA	12/10/2020		
BUSINESS 101 CONSULTANTS & TRAINERS	Houston, TX	12/10/2020		
C BOND SYSTEMS	HOUSTON, TX		Viewed	01/04/2021
C Change Consulting	Houston, TX	12/10/2020		
C1S Group, Inc.	Dallas, TX	12/10/2020		
CALPAA Inc (CALPAA, Inc)	Seattle, WA	12/10/2020		
Canyon Insurance Group	Houston, TX	12/10/2020		
Caperton-Brown & Poole Consulting	Ft. Pierce, FL	12/10/2020		
Capitol Region Education Council	Hartford, CT	12/10/2020		
Career Resource Center	HUMBLE, TX	12/10/2020	Viewed	12/11/2020
Carmen A. Handy	Corpus Christi, TX	12/10/2020		
Carol Cooper dba N&C Consulting	Garland, TX	12/10/2020		
Cary Services, Inc.	Abilene, TX		Viewed	01/27/2021
Casablanca Productions	Spring, TX	12/10/2020		
Catapult Dreams, LLC	Pearland, TX	12/10/2020		
CBRE Heery (CBRE Heery, Inc.)	Houston, TX	12/10/2020		
CBRE Valuation & Advisory Services	Houston, TX	12/10/2020		
CBTS Technology Solutions	Cincinnati, OH	12/10/2020		
CC Assessment Services, Inc	Houston, TX	12/10/2020	Viewed	12/28/2020
CCS Global Tech (California Creative Solutions, Inc)	Poway, CA	12/10/2020	Viewed	01/14/2021
CDR Maguire, Inc.	Miami, FL	12/10/2020		
Center for Student Achievement Solutions	New York, NY	12/10/2020		
Center for Toxicology and Environmental Health, LLC.	North Little Rock, AR	12/10/2020		
Certica Solutions	Wakefield, MA	12/10/2020		
CharacterStrong, LLC	PUYALLUP, WA	12/10/2020		
Charbonnet & Associates	New Orleans, LA	12/10/2020		
Chart Chicks LP	Lufkin, TX	12/10/2020		
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	12/10/2020		
CHAT (Culture of Health-Advancing Together)	Houston, TX	12/10/2020		
Chazey Partners (Chazey Partners Inc)	Campbell, CA	12/10/2020		
Cheryl R. Vital	Crosby, TX	12/10/2020	Submitted	01/09/2021 01/09/2021
Child Care Associates	FORT WORTH, TX	12/10/2020		
Childcare Masters LLC	Cypress, TX	12/10/2020	Viewed	02/03/2021
Children Come Click Education & Technology	Missouri City, TX		Submitted	02/14/2021 02/14/2021
Children's Museum of Houston (Children's Museum, Inc.)	Houston, TX		Submitted	01/12/2021 01/12/2021
Cindy Puryear Consulting Services (Cindy Puryear)	Houston, TX		Submitted	02/12/2021 02/12/2021
Cipher Solutions, Inc.	Raleigh, NC		Submitted	01/11/2021 01/11/2021

cLI-Energy and Construction LL	Houston, TX	12/10/2020			
Club SciKidz Houston (Heir Consulting Group)	Houston, TX	12/10/2020			
Coaching Consultants Team	Houston, TX	12/10/2020			
Coatings Specialty Development Lab	Cypress, TX	12/10/2020			
Code Park Inc	Houston, TX	12/10/2020			
CohnReznick LLP	Austin, TX	12/10/2020			
Collaborate With Christina	Houston, TX	12/10/2020	Submitted	02/10/2021	02/10/2021
Color of Life (Color of Life Community Resource & Activity center)	Houston, TX	12/10/2020			
Comflow Mechanical Services	Houston, TX	12/10/2020			
Communities In Schools of Houston	Houston, TX	12/10/2020			
(Communities In Schools of Houston, Inc.)					
Community Nutrition Outreach Services (Ellis A Morrow)	Houston, TX	12/10/2020			
Conscious Education Consulting, LLC.	Katy, TX	12/10/2020			
Consolidated Performance Consulting, LLC.	San Antonio, TX	12/10/2020	Submitted	01/08/2021	01/08/2021
Construction Journal	Stuart, FL	12/10/2020			
Convergent Nonprofit Solutions	Atlanta, GA	12/10/2020			
CoolSpeak, LLC	Pottstown, PA	12/10/2020			
CORE construction services of Texas, Inc.	Frisco, TX	12/10/2020			
Cornerstone OnDemand	Santa Monica, CA		Viewed	12/18/2020	
Cossey's Services, LLC	The Woodlands, TX	12/10/2020			
Costello, Inc.	Houston, TX	12/10/2020			
Cotton Culinary	Katy, TX		Viewed	01/21/2021	
Covid Safety Glass (Silent West LLC)	LAS VEGAS, NV	12/10/2020			
CPS HR Consulting (Cooperative Personnel Services)	Sacramento, CA	12/10/2020	Viewed	12/11/2020	
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)	HOUSTON, TX	12/10/2020			
Creatively Inspired Communications (ConSandra Jones)	Austin, TX	12/10/2020			
CReed Global Enterprises (CReed Global Media & Production)	Houston, TX	12/10/2020			
Crimson Vision Enterprises	Dickinson, TX	12/10/2020			
CX2, Inc. (CX2)	Houston, TX		No Bid	01/28/2021	02/09/2021
Cyberstar, LLC	Austin, TX	12/10/2020			
Cyclone FPV (Cyclone 3D, Inc.)	Spring, TX	12/10/2020			
D.A. Lamont Public Adjusters	Springtown, TX	12/10/2020			
Dan L. Duncan Tutoring a part of the Children's Learning Institute (University of Texas Health Science Center)	Houston, TX	12/10/2020			
Dan St. Romain Educational Consulting, LLC	Universal City, TX	12/10/2020			
Danny Steele (Daniel J. Steele)	Birmingham, AL	12/10/2020			
David James (David Hebert)	KEMAH, TX	12/10/2020			
David Santana	Houston, TX	12/10/2020			
DB3 Unlimited Services LLC	San Antonio, TX	12/10/2020			
dba Stenhouse Publishers and dba Staff Development for Educators (SDE, Inc.)	Portsmouth, NH	12/10/2020			
Deacon Hill Research Associates LLC	Fredericksburg, VA	12/10/2020			
Debbie J. Anders Consulting	Cypress, TX	12/10/2020	Viewed	01/07/2021	
Decisions	Houston, TX	12/10/2020			
DeDe Church & Associates, LLC	AUSTIN, TX	12/10/2020			
Defined Learning	Northbrook, IL	12/10/2020			
DEMS,LLC	Houston, TX	12/10/2020			
DG Grafix	Houston, TX	12/10/2020			
DGR United	houston, TX	12/10/2020			
Disciplers Inc	Spring, TX	12/10/2020			
DiscoverU	Houston, TX	12/10/2020			
DK High Steppers (Doris Keener)	Houston, TX	12/10/2020			
DoLogic Inc.	Annandale, VA	12/10/2020			
Donald May	Adkins, TX	12/10/2020			
Doucet & Associates, Inc.	Austin, TX	12/10/2020			
Dr. Jeanne M. Hines	Port Arthur, TX	12/10/2020			
Dr. Ken Brumfield, Learning Empire	Santa Ana, CA	12/10/2020			
Dr. Mary E. White International, LLC	Houston, TX	12/10/2020	Viewed	01/13/2021	
Dr. Mike!	Wimberely, TX	12/10/2020			
Dr. Pope's STEM and Liberal Arts Academy	Pearland, TX	12/10/2020	Viewed	12/19/2020	

Dream Capital International, Inc	Houston, TX	12/10/2020		
DT Construction, LP	Humble, TX		Viewed	02/03/2021
DYS HOUSYON YOUTH ASSOCIATION	Houston, TX	12/10/2020		
E3 Alliance	Austin, TX	12/10/2020		
Earl P. Forbrich, Jr. Inc	San Antonio, TX	12/10/2020		
Early Start Development Inc	Humble, TX	12/10/2020		
E-Colors in Education	Austin, TX	12/10/2020		
edOpp Solutions LLC	Houston, TX		Viewed	02/13/2021
EDU Specialist, LLC	Lake Dallas, TX	12/10/2020		
Educate To Edify (Educating While Black)	Pearland, TX	12/10/2020	Unsubmitted	01/07/2021
Education & Business Associates, Inc.	DeSoto, TX	12/10/2020		
Education Elements, Inc.	San Carlos, CA		Submitted	02/16/2021 02/16/2021
Education Partners Solution, Inc.	Sugar Land, TX	12/10/2020		
Education Solutions Now, LLC	Houston, TX	12/10/2020	Unsubmitted	01/03/2021
Educational Leadership Consultants	Houston, TX	12/10/2020		
Educational Research and Consulting, PLLC (Cynthia H. Williams, PhD)	Little Rock, AR	12/10/2020		
Educational Systems Consulting	Binghamton, NY	12/10/2020		
Edwards Sutarwalla PLLC	Houston, TX	12/10/2020		
Eichelbaum Wardell Hansen Powell & Mehl,	Austin, TX	12/10/2020		
Elaine Lange	Austin, TX	12/10/2020		
Electric Car Insider (Christopher Alan Consulting)	Spring Valley, CA	12/10/2020		
Elegant Enterprise Wide Solutions, Inc.	Chantilly, VA	12/10/2020		
Elevate Achievement Educational Services (Adam Whitaker)	Arlington, TX		Viewed	12/13/2020
Elevated Insights	Colorado Springs, CO	12/10/2020		
Elisa Rankin Consulting LLC	Uvalde, TX	12/10/2020		
Elite Change Inc.	Houston, TX	12/10/2020		
Elite Image Tax & Notary Service LLC	Houston, TX	12/10/2020		
Ellevation, LLC	Boston, MA		Submitted	01/12/2021 01/12/2021
Ellington Chastain Educational Initiative	San Antonio, TX	12/10/2020		
Emdin Support Services LLC	Bronx, NY	12/10/2020		
Emergent Risk Solutions	BATON ROUGE, LA	12/10/2020		
Emergent Tree Education	Austin, TX	12/10/2020		
Emma Oliver	Houston, TX	12/10/2020		
Energy Saving Advisor Distributors	Dallas, TX	12/10/2020		
engage2learn (Engage! Learning, Inc. dba engage2learn)	Portland, TX	12/10/2020		
Engaging Learners, LLC (Katherine S. McKnight)	Antioch, IL		Submitted	01/09/2021 01/09/2021
Enterprise Pals, Inc.	Olathe, KS	12/10/2020		
ENTRAM CORP	PORT CHARLOTTE, FL	12/10/2020		
ERASCOGroup, LLC	Houston, TX	12/10/2020		
eRate 360 Solutions	Henderson, NV	12/10/2020		
E-Rate Elite Services, Inc.	Owings Mills, MD	12/10/2020		
Essential Wellness and Balance	Missouri City, TX	12/10/2020		
eTeachingMe (Love N Learn At Home)	Georgetown, TX	12/10/2020	Submitted	01/11/2021 01/11/2021
Etrainers.org	Machesney Park, IL	12/10/2020		
Evergreen Solutions, LLC	Tallahassee, FL	12/10/2020		
Evidence Based Classroom Solutions	Lynchburg, VA		Submitted	01/11/2021 01/11/2021
Evolve Holdings Inc	Houston, TX	12/10/2020		
Ewing Strategic Communications	Houston, TX	12/10/2020	Viewed	02/03/2021
Exceptional Pediatric Therapy, LLC	Houston, TX	12/10/2020		
ExerPlay, Inc	Cedar Crest, NM	12/10/2020		
Exploros (Exploros, Inc.)	Wayland, MA	12/10/2020		
Facility Engineering Associates, PC	Fairfax, VA	12/10/2020		
Faith Works Consulting Group, LLC	Houston, TX	12/10/2020	Viewed	12/10/2020
Fast Forward	Las Vegas, NV	12/10/2020		
Favor Consulting Inc (Demlan Solutions Inc)	Southlake, TX	12/10/2020		
Faye's Beauty Supply	Garland, TX		Viewed	01/05/2021
Fazio Consulting, LLC.	Round Rock, TX	12/10/2020		
Felicity Educational Services	Deerfield, IL	12/10/2020		
FIRST Educational Resources, LLC	Winneconne, WI		Unsubmitted	01/04/2021
Floral Park Consulting LLC	Floral Park, NY	12/10/2020		
Foodservice Peeps LLC	Richmond, TX	12/10/2020		
For The Culture Literacy Development	Humble, TX	12/10/2020		
Forged Ed	Houston, TX	12/10/2020	Unsubmitted	12/17/2020
Fortify Experts, LLC (Energy Sourcing LLC)	Houston, TX	12/10/2020		

Frame-Work Consult	HOUSTON, TX	12/10/2020		
Freese and Nichols, Inc.	Fort Worth, TX	12/10/2020		
Friends of the British Council USA Inc.	Washington, DC	12/10/2020		
From The Ground up Performance Enhancement (Deanna Voltz)	Houston, TX	12/10/2020		
From The Heart International Educational Services	Nashville, TN	12/10/2020		
Frontier Services Group	Houston, TX	12/10/2020		
Fullidity LLC	Houston, TX	12/10/2020		
Furness Law	Houston, TX	12/10/2020		
G4C Enterprises, LLC	Pflugerville, TX	12/10/2020		
Gary Polland P.C.	Houston, TX	12/10/2020		
Gastile Consultant Group	Houston, TX		Unsubmitted	02/13/2021
Gazelle Capital, LLC	Saint Petersburg, FL	12/10/2020		
Generation Ready	New York, NY	12/10/2020		
Generation Teach Inc.	Boston, MA	12/10/2020		
Gene's Machine, INC.	Victoria, TX	12/10/2020		
Gentle Minds Tutoring	Missouri City, TX	12/10/2020		
GermBlast (Infection Controls, Inc.)	Lubbock, TX	12/10/2020		
GET Technology and Accounting Solutions	Santo, TX	12/10/2020		
Getting Sorted (G. Yess Fisher & Co., LLC)	The Woodlands, TX	12/10/2020		
Gifting Grounds	Houston, TX	12/10/2020		
Gilberto D. Soto	Laredo, TX	12/10/2020		
GilCat Solutions (Gloria Lastra)	Spring, TX	12/10/2020		
Girlstart	Austin, TX	12/10/2020		
Glass View of Tech	Spring, TX	12/10/2020		
GLOBAL EDUCATIONAL SOLUTIONS LLC	Canton, MI	12/10/2020		
GMC CONSULTANTS,LLC	Houston, TX	12/10/2020		
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	12/10/2020		
Golden Mountain Consulting L.L.C	Houston, TX	12/10/2020		
GovSense	Alpharetta, GA	12/10/2020		
GPR Ventures, LLC	Montgomery, TX	12/10/2020	Viewed	02/06/2021
Gray Mechanical (Gray Mechanical, LLC)	Houston, TX	12/10/2020		
Gray&Pape, Inc.	Cincinnati, OH	12/10/2020		
Great Minds	Washington, DC		Viewed	12/23/2020
Greatest in the Kingdom Ministries	The Woodlands, TX	12/10/2020		
Green Delete Inc.	Frankfort, IL	12/10/2020		
Grow Minds Consulting LLC	HOUSTON, TX	12/10/2020		
GT Educational Services (GT Educational Services, L.L.C.)	Houston, TX	12/10/2020		
GW Implementation Solutions	Nokomis, FL		Submitted	01/21/2021 01/21/2021
Hagerty Consulting, Inc. (Freeman)	Evanston, IL	12/10/2020		
Hallmark Mitigation & Construction	Kingwood, TX	12/10/2020		
Happy Chapters, LLC	Austin, TX	12/10/2020	Viewed	12/13/2020
Harmony Public Schools	Houston, TX	12/10/2020		
Harris County Houston Patrol, Inc.	Houston, TX	12/10/2020		
HARRIS-JONES STAFFING & RECRUITING	Katy, TX	12/10/2020		
Haude Tutoring	Spring, TX	12/10/2020		
Hayhouse Projects LLC	Brooklyn, NY	12/10/2020		
Healing Species of Texas	Montgomery, TX	12/10/2020		
Heartwork Trending Counseling and Consulting, PLLC (Heartwork Trending Consulting Services)	Houston, TX	12/10/2020		
Heavenly Service, LLC	Webster, TX	12/10/2020		
HENECO ENGINEERING AND CONSULTING	Houston, TX	12/10/2020		
Henry Deslaurier	Houston, TX	12/10/2020		
Heritage Institute of Sustainability LLC	Dallas, TX	12/10/2020	Viewed	02/03/2021
Herrera Talent Strategies LLC	Houston, TX	12/10/2020	Unsubmitted	01/25/2021
HillCo Partners, LLC	Austin, TX	12/10/2020		
HiMac Center for Creative Thinking	Humble, TX	12/10/2020		
Hoensty Environmental Services	Houston, TX	12/10/2020	No Bid	02/04/2021 02/04/2021
Hogan's consulting (Deon I Hogan)	Pflugerville, TX	12/10/2020		
Holland Energy Consulting	Houston, TX	12/10/2020		
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	12/10/2020		
Honor Moorman Consulting	Brazoria, TX	12/10/2020		
Hooper Strategies	Granbury, TX	12/10/2020		
Hope Over Hurt	Houston, TX	12/10/2020		

HORIZON SW PROPERTIES	SUGAR LAND, TX	12/10/2020			
Houston Museum of Natural Science	Houston, TX	12/10/2020			
Houston Press, LP	Houston, TX	12/10/2020			
Houston Urban Debate League	Houston, TX	12/10/2020			
HRchex, LLC (Intellisoft II, Inc.)	Irving, TX	12/10/2020			
HTEC-Houstons Training and Education Center, Inc. (Phillips)	Houston, TX	12/10/2020	Unsubmitted	12/15/2020	
Humble Sign Co (Humble Texas Signs LLC)	Humble, TX		Viewed	12/21/2020	
Hunt, Guillot & Associates	Baton Rouge, LA	12/10/2020			
Husch Blackwell LLP	Houston, TX	12/10/2020			
I2U SYSTEMS, INC.	Missouri City, TX		Viewed	02/10/2021	
IA-Advanced Telecom Solutions, LLC	Richmond, TX	12/10/2020	Viewed	12/11/2020	
ICC Thermal Mapping and Data Analytics (Infrared Concepts Corporation)	Maitland, FL	12/10/2020			
ID Media, Inc	Chicago, IL	12/10/2020			
IdentiFIE Special Education, LLC	Houston, TX	12/10/2020			
IECGTX (Insurance Estimating & Consulting Group, LLC)	SPRINGTOWN, TX	12/10/2020			
Imagine Excellence.Inc	Houston, TX	12/10/2020			
Imagine Me Academy	Crosby, TX	12/10/2020			
IMPACT 360	Missouri City, TX	12/10/2020			
IMS Dodge	San Diego, CA	12/10/2020			
Indatatech (Instant Data Technologies, Inc.)	San Antonio, TX	12/10/2020			
Infinite Education Solutions	Desoto, TX	12/10/2020	Viewed	12/15/2020	
Infinite Solutions Enterprises (The DDance Group, Inc.)	Glen Allen, VA	12/10/2020			
Infojini, Inc.	Columbia, MD	12/10/2020			
Ink International	Lawrenceville, GA	12/10/2020	Viewed	01/12/2021	
Inner Explorer, Inc	FRANKLIN, MA		Viewed	01/13/2021	
InnerChange Consulting Group	Houston, TX	12/10/2020			
Innovation Bridge, Inc.	Sacramento, CA	12/10/2020			
Innovative Texas Strategies LLC	Houston, TX	12/10/2020			
InnovsiteLLC	Decatur, GA	12/10/2020			
Instead	Kingwood, TX	12/10/2020			
Institute for Building Technology and Safety	VA, VA	12/10/2020			
Integrity Operations	Katy, TX	12/10/2020			
Intellyk Inc	Piscataway, NJ	12/10/2020			
Interprise/Southwest Interior & Space Planning, In	Addison, TX	12/10/2020			
Intertwined	Houston, TX		Submitted	02/12/2021	02/12/2021
Invo Healthcare Associates (Invo Healthcare Associates, LLC)	Jamison, PA	12/10/2020			
IPM Asset Solutions, Inc.	Houston, TX	12/10/2020			
IP Terra International Corporation	Houston, TX	12/10/2020			
I-Raos, Inc	Pearland, TX	12/10/2020			
ISI COMMERCIAL REFRIGERATION, INC (Strategic Equipment, LLC)	Lewisville, TX		No Bid	12/28/2020	12/28/2020
IT Partner LLC	Wilmington, DE		Viewed	02/08/2021	
Its Your Time To Flourish	Houston, TX	12/10/2020	Unsubmitted	12/29/2020	
iWRITE (I Write)	Houston, TX	12/10/2020			
J Dorthen Martin, Speaker, Life Coach, Image Consultant	Houston, TX	12/10/2020			
Jackson Walker L.L.P.	Dallas, TX	12/10/2020			
Jaime Rios Financial Services Inc. (Money Concepts International Inc.)	Corpus Christi, TX	12/10/2020			
Janet Pozmantier, M.S., LPC, LMFT, RPT (Janet Pozmantier)	Houston, TX	12/10/2020			
JANGA Technology, LLC.	Edinburg, TX		Viewed	02/04/2021	
Javier Lopez	Houston, TX	12/10/2020			
JC Stonewall Constructors, LP	Houston, TX	12/10/2020			
Jean Polichino Consulting, LLC	Fredericksburg, TX	12/10/2020			
Jennifer Serravallo Consulting, LLC	South Orange, NJ	12/10/2020			
JER HR Group LLC	New York, NY	12/10/2020			
Jerry Gaither Enterprise	HOUSTON, TX	12/10/2020			
Jigsaw Learning LLC (TeachTown)	Woburn, MA	12/10/2020			
JLA Construction Solutions	Houston, TX	12/10/2020			
JLL Valuation & Advisory Services, LLC	Houston, TX	12/10/2020			
Johnson Consulting (Adrian B. Johnson)	Houston, TX	12/10/2020			

Johnston, LLC	Houston, TX	12/10/2020		
Jon M. Warren, LLC	Decatur, TX	12/10/2020		
Jones Lang LaSalle (JLL)	Houston, TX	12/10/2020		
Jose Villarreal Consulting Services	Houston, TX	12/10/2020		
Journeys Managing Group LLC	Houston, TX	12/10/2020		
Joyce Davis/Erin Whitney	Houston, TX	12/10/2020		
JQ Infrastructure, LLC	Dallas, TX	12/10/2020		
JS&D Sports Development Outreach Ministries	Humble, TX	12/10/2020		
K Gab Assessments, Inc	Missouri City, TX	12/10/2020		
K&R Group, INC	Houston, TX	12/10/2020		
K12 Food Pros	La Mesa, CA	12/10/2020		
K12 Insight	Herndon, VA	12/10/2020		
KAEKA GROUP INC	Lacey, WA	12/10/2020		
Kagan Publishing & Professional Development	San Clemente, CA	12/10/2020		
KarczewskijBradshaw, LLP	Nacogdoches, TX	12/10/2020		
Kathy Jerome	Houston, TX	12/10/2020		
KATTA INFOTEK INC	HOUSTON, TX	12/10/2020		
KCP Educational Consulting (Kristi Clarkson Pharaon)	Brenham, TX	12/10/2020		
Key Group LLC	Rosharon, TX	12/10/2020		
Kennesaw State University iTeach (Elkins Pointe MS)	Kennesaw, GA	12/10/2020		
Keter Environmental Services	Indianapolis, IN	12/10/2020		
Keys to Literacy	Rowley, MA	12/10/2020	Viewed	12/15/2020
KGBTexas Communications	Houston, TX	12/10/2020		
KH Literacy Education LLC (Kristen Leanne Henry)	San Antonio, TX	12/10/2020		
Kijo Consulting LLC	Houston, TX	12/10/2020		
Kingham Dalton Wilson, Ltd.	Houston, TX	12/10/2020		
KLD PLAYSCAPES USA (TWO WORD COMPANY LLC)	Boca Raton, FL	12/10/2020		
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	12/10/2020		
Konnecting the Dots	Houston, TX	12/10/2020	Unsubmitted	01/12/2021
KTM Educational Consulting, LLC	San Antonio, TX	12/10/2020		
L&S Associates, LLC	Montgomery, TX	12/10/2020		
L.SMURPHE.F Institute; Solutions by L.SMURPHE.F; L.SMURPHE.F Productions (L.SMURPHE.F Enterprises, Ltd. Co.)	League City, TX	12/10/2020		
LAKESHORE LEARNING MATERIALS (LAKESHORE EQUIPMENT COMPANY)	CARSON, CA		Submitted	01/08/2021 01/08/2021
Lan Nguyen	Houston, TX	12/10/2020		
Language Dynamics Group	Laramie, WY	12/10/2020		
Language Kids Houston, LLC	Sugar Land, TX	12/10/2020		
Lansdowne Moody Co L.P.	Houston, TX		Unsubmitted	01/11/2021
Lantana Communications	Arlington, TX	12/10/2020		
LATT Evaluations and Services, PLLC (La Shaun Arzu, PLLC)	Houston, TX	12/10/2020	Submitted	02/15/2021 02/15/2021
Launch Point CDC, Inc.	Houston, TX	12/10/2020		
LaVondia Menephee	Houston, TX	12/10/2020		
LBNM Corporation	Richmond, TX	12/10/2020		
Lead Your School (Blue Daisy Consulting, LLC)	Midland, TX	12/10/2020	Submitted	01/11/2021 01/11/2021
Leading School Learning	Cypress, TX	12/10/2020		
Learning Omnivores (William Sommers)	Austin, TX	12/10/2020		
Lee Rutledge Consulting (Rutledge)	Austin, TX	12/10/2020		
Legends Do Live	Missouri City, TX	12/10/2020		
Levy's Tutorial and Enrichment Center (Mary Baumann)	Houston, TX		No Bid	12/11/2020 01/14/2021
Libra-Tech Corporation	Argyle, TX	12/10/2020		
Licensed To Solve (Dukes Global Works, INC)	CROSBY, TX	12/10/2020		
Linder Consulting LLC	AUSTIN, TX	12/10/2020		
Liquid Studio Group	Laredo, TX	12/10/2020		
Lisa K Bailey	Missouri City, TX	12/10/2020		
Logyx	Mountain View, CA	12/10/2020		
Lone Star Security Shield, Inc.	Houston, TX	12/10/2020		
Look to Success, LLC (Michelle Lee Pina)	Houston, TX	12/10/2020	Viewed	01/19/2021
Love 2 the Max	Houston, TX	12/10/2020		
Lovescaping LLC	Houston, TX	12/10/2020		

Lowes Companies Inc LP Printing (Long Plan Printing) (Long Plan Printing)	Mooresville, NC Houston, TX	12/10/2020	Viewed	01/08/2021	
LQI Consulting Group, LLC	Round Rock, TX	12/10/2020			
L-Sync, LLC	Grand Prairie, TX	12/10/2020			
Lucy Anderson	Houston, TX	12/10/2020			
Iurie, Ilp	Minneapolis, MN	12/10/2020			
Lynn Gomes, LLC (Lynn Gomes)	Houston, TX	12/10/2020	Submitted	02/16/2021	02/16/2021
M.E.N. (Mentoring, Educating & Nurturing) Incorporated (MEN Inc.)	Houston, TX	12/10/2020	No Bid	02/10/2021	02/10/2021
M3 Inc	Brooklyn, NY	12/10/2020			
Main Stop Testing Svcs	Houston, TX	12/10/2020			
Majestic Transportation	Pearland, TX	12/10/2020			
Maker Maven	Tomball, TX	12/10/2020			
Makr U	Spring, TX	12/10/2020			
Malor & Company Inc	New York, NY	12/10/2020			
Marathon Partners Consulting	Moon Township, PA	12/10/2020			
Mark Collins Construction LLC	League City, TX	12/10/2020			
Mark J. Rogers	Austin, TX	12/10/2020			
Mark Matranga	Fort Worth, TX	12/10/2020			
Marketing Addiction Inc.	Houston, TX	12/10/2020	No Bid	12/16/2020	12/17/2020
Marseal Group	Roanoke, TX	12/10/2020			
Mary Benton Communications and Public Affairs	Houston, TX	12/10/2020			
Marzano Research, LLC	Bloomington, IN		Submitted	01/14/2021	01/14/2021
MAS Solutions LLC.	Fulshear, TX	12/10/2020			
Math-A-Matics Tutoring,LLC	Houston, TX	12/10/2020			
Maxim Healthcare Staffing Services, Inc.	Tacoma, WA	12/10/2020			
MCA Communications	Houston, TX	12/10/2020			
McKenna Contracting, Inc	Spring, TX		No Bid	12/28/2020	12/28/2020
McKinstry (McKinstry Essention, Inc.)	Dallas, TX	12/10/2020			
MCP Professional Services (Dr. Deloris L. Nelson)	Houston, TX	12/10/2020			
Mediators of Texas (Austin Texas Mediators LLC)	Florence, TX	12/10/2020			
Medicaid Claim Solutions of Texas, Inc.	Mansfield, TX	12/10/2020			
Melba Figueroa (HonestRx Consulting LLC)	Southlake, TX	12/10/2020			
MERCER TECHNOLOGIES FIRM	Gary, IN	12/10/2020	Viewed	12/11/2020	
Metamorphosis Concepts	Manvel, TX	12/10/2020			
Meveau (Mercedes Watkins)	Houston, TX	12/10/2020			
MGT of America, Inc.	Tallahassee, FL		Submitted	01/11/2021	01/11/2021
Michael Best Strategies	Madison, WI	12/10/2020			
Microburst Learning, LLC	Columbia, SC	12/10/2020			
Millunzi & Associates	The Woodlands, TX	12/10/2020			
Minding YOB Services, LLC	Arlington, TX	12/10/2020			
Mitaja Corporation	Fulton, MD	12/10/2020			
ML Deer Construction	Houston, TX	12/10/2020			
MMG Consulting Partners (Maryland Grier-Union)	Houston, TX	12/10/2020			
Monarch Teaching Technologies, Inc.	Cleveland, OH		No Bid	01/18/2021	01/18/2021
Monica Lewis School of Etiquette	Spring, TX	12/10/2020			
Moore Counseling and Psychological Services (Lorenzo Moore)	Houston, TX	12/10/2020			
Mosley School of Oratory	Houston, TX	12/10/2020	Unsubmitted	12/19/2020	
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	12/10/2020			
MSB Consulting LLC	Austin, TX	12/10/2020			
Mustang Sally Driving School	Kingsville, TX		Viewed	01/12/2021	
MVHL Consulting, LLC	San Antonio, TX	12/10/2020			
Namitzi Yoga (Mitzi Henderson)	HOUSTON, TX	12/10/2020			
Nasare Enterprises,LLC.	Houston, TX	12/10/2020			
National Inventors Hall of Fame	North Canton, OH		Submitted	02/16/2021	02/16/2021
National Training Network, Inc.	Greensboro, NC		Submitted	12/22/2020	12/22/2020
NationSync (NationSync Corporation)	Houston, TX	12/10/2020			
Nazca Technologies and Consulting LLC	MONTGOMERY, TX	12/10/2020			
NEDRP, LLC (RD360 EDUCATIONAL CONSULTING)	Canyon Lake, TX	12/10/2020			
NERDY BIRDIE (ENOVATEKK)	SPRING, TX	12/10/2020			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	12/10/2020			
New Teacher Center	Santa Cruz, CA	12/10/2020			

Newspring	Houston, TX	12/10/2020			
Nichelle Pinkney, The Urban Scholar, Independent Consultant (Nichelle Pinkney) no bully here	Houston, TX	12/10/2020			
NO EGO APPAREL (NO EGO INC)	PASADENA, TX	12/10/2020			
NuHealth, Inc.	AUSTIN, TX	12/10/2020	Viewed	12/11/2020	
Nurture to Blossom Services, Inc.	Houston, TX	12/10/2020			
Nuvalo LLC	Houston, TX	12/10/2020			
Nylinka School Solutions	Gig Harbor, WA	12/10/2020			
Oak Hill Technology, Inc.	Kensington, MD	12/10/2020	Submitted	02/16/2021	02/16/2021
Odigo Services LLC	Driftwood, TX	12/10/2020			
O'Hanlon, Demerath & Castillo Olivier, Inc.	Houston, TX	12/10/2020			
Omega Engineers, Inc.	Austin, TX	12/10/2020			
Ondi Love Center Ministries	Dallas, TX	12/10/2020			
One Source International, LLC	Houston, TX	12/10/2020			
One Way Education, LLC	Houston, TX	12/10/2020			
Optima Train (Delwar Enterprises LLC)	Houston, TX	12/10/2020	Unsubmitted	12/11/2020	
Optimum Lifestyle CDC (www.olcdonline.org)	Houston, TX	12/10/2020	Viewed	12/17/2020	
Own the Room Communication Coaching & Consulting (Rukiya M. Akua)	Houston, TX	12/10/2020			
Ozeal Consulting Group (Oziel Enriquez)	Sugar Land, TX	12/10/2020			
P Eugene Turner	Waller, TX	12/10/2020			
Panorama Education	Boston, MA	12/10/2020			
Parker and Jamison LLC	Irving, TX	12/10/2020			
Patricia Monticello Kievlan (Patricia Marie Kievlan)	The Woodlands, TX	12/10/2020			
Payton, Nix & Associates, LLC	LUCAS, TX	12/10/2020			
Pcubed (Program Planning Professionals)	Ann Arbor, MI	12/10/2020			
Personal Touch Therapy (Shontai Thomas)	Houston, TX	12/10/2020			
Personnel Evaluation, Inc.	Milwaukee, WI	12/10/2020			
PESG of Texas	Houston, TX	12/10/2020			
PHD Resources & Taxes	Houston, TX	12/10/2020			
Pinnacle Workforce Strategies	Tucson, AZ	12/10/2020			
Pittman Training (Vision Educational Solutions)	Dallas, TX	12/10/2020			
Plante & Moran, PLLC	Southfield, MI	12/10/2020			
Plexos Group LLC	Baton Rouge, LA	12/10/2020			
Point Alliance Solutions	Spring, TX	12/10/2020			
Porter Brown Associates	Alachua, FL	12/10/2020			
Positive Behavior Supports Corp	IRVING, TX	12/10/2020	Submitted	12/28/2020	12/28/2020
Postlethwaite & Netterville APAC (Lacher)	Baton Rouge, LA	12/10/2020			
Powell-Leon, LLP	Austin, TX	12/10/2020			
Power Institute LLC	Missouri City, TX	12/10/2020			
Power of Choosing Inc.	Texas, TX	12/10/2020			
PowerSchool Group LLC	Folsom, CA	12/10/2020	Submitted	01/19/2021	01/19/2021
Practical Parent Education	Mckinney, TX	12/10/2020			
Premier Employee Solutions	Provo, UT	12/10/2020			
Premiere Speakers Bureau	Franklin, TN	12/10/2020			
Presidential Staffing Solutions	San Antonio, TX	12/10/2020			
Price Consulting, Inc.	Houston, TX	12/10/2020			
Proactive Thought Leaders, LLC	Arlington, TX	12/10/2020			
ProBizAssoc.com (Beth Philley)	Canton, OH	12/10/2020			
Probolsky Research	Newport Beach, CA	12/10/2020			
PROCEDEO	Fort Worth, TX	12/10/2020			
Productive Ventures	Spring, TX	12/10/2020			
Project GRAD Houston	Houston, TX	12/10/2020	Submitted	01/11/2021	01/11/2021
Projects-Matter (Projects-Matter LLC)	Houston, TX	12/10/2020			
Pronto Shipping and Packaging Services Inc.	Houston, TX	12/10/2020			
PROTECHT Management Group, LLC	Austin, TX	12/10/2020			
Protection Engineering Consultants LLC	Austin, TX	12/10/2020			
Public Works LLC	West Chester, PA	12/10/2020			
Purposeful Parents	Webster, TX	12/10/2020			
PVH Consulting Group LLC	Austin, TX	12/10/2020			
Quality Medical Imaging of Nevada LLC	Las Vegas, NV	12/10/2020	Viewed	12/30/2020	
Ramos & Harrison	Corpus Christi, TX	12/10/2020			
Ravir LLC	Keller, TX	12/10/2020			
RDI Mechanical	Houston, TX	12/10/2020			

Real Good Technologies	Austin, TX	12/10/2020			
Recruiting In Motion	Orlando, FL	12/10/2020			
Recruiting Source International	Katy, TX	12/10/2020			
Redline Print LLC	Kemah, TX		Viewed	01/12/2021	
Reflective Energy Solutions	Hackensack, NJ	12/10/2020			
Region One Education Service Center	Edinburg, TX	12/10/2020			
Reliable R&R Training Services	Dallas, TX	12/10/2020	Unsubmitted	12/17/2020	
Reliant Elevators (Reliant Elevators, LLC)	Joshua, TX	12/10/2020			
Relocation Strategies (Luo & Chang Investment LLC)	houston, TX	12/10/2020			
Remember When Kids Were Kids (Jaelijah)	Spring, TX	12/10/2020			
Resolute Educational Solutions, L.L.C.	Detroit, MI	12/10/2020			
RG Guillory Education & Consulting, LLC	Houston, TX	12/10/2020			
Rice & Associates, PC	Houston, TX	12/10/2020	No Bid	12/14/2020	12/14/2020
Richards/Carlberg (Richards Carlberg, Inc.)	Houston, TX	12/10/2020			
Rising Star Academy	Houston, TX	12/10/2020			
Rivera-Vega Group, LLC.	San Antonio, TX	12/10/2020			
RND Technology	Houston, TX	12/10/2020			
Rogers, Morris & Grover, LLP	Houston, TX	12/10/2020			
Roland Gonzales	Spring, TX	12/10/2020			
RR CONNECTION CONSULTING	Duncanville, TX	12/10/2020			
Rukaz Kultura	HOUSTON, TX	12/10/2020			
S Corporation	Phila, PA	12/10/2020			
s3strategies	Lubbock, TX	12/10/2020	Viewed	12/11/2020	
Safe Havens International, Inc.	Macon, GA		Submitted	02/16/2021	02/16/2021
Santos Alliances	Austin, TX	12/10/2020			
Savvas Learning Company LLC	Paramus, NJ		Unsubmitted	01/13/2021	
SBC Consulting (Tammy Smithers)	Houston, TX	12/10/2020			
SBLM Architects	New York, NY	12/10/2020			
SCG Business Services, LLC	Douglasville, GA	12/10/2020			
Schulman, Lopez, Hoffer & Adelstein	Houston, TX	12/10/2020			
Schultz Center for Teaching and Leadership, Inc.	Jacksonville, FL	12/10/2020			
Science Unlimited, LLC	Missouri City, TX	12/10/2020			
SentryTech (Blair)	Paoli, IN		Viewed	12/15/2020	
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	12/10/2020			
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant writing)	HOUSTON, TX	12/10/2020			
Shaneka Smith	Houston, TX	12/10/2020			
Sharron Helmke	Dickinson, TX	12/10/2020			
Shepherd Government Services Group (SGSG, LLC)	Carrollton, TX	12/10/2020			
Shira J. Sherer	Houston, TN	12/10/2020			
Sierra Consulting, Inc	Itasca, IL	12/10/2020			
Sign Advisors (Cost Advisors of Texas, LLC)	Houston, TX	12/10/2020			
SilkWeb Consulting and Development, LLC	Scottsdale, AZ		Submitted	01/27/2021	01/27/2021
SimiDigi Inc	Garland, TX	12/10/2020			
Sketch City	Houston, TX	12/10/2020			
Sky's the Limit	Houston, TX	12/10/2020			
SL King and Associates	Atlanta, GA	12/10/2020			
SLL Services, LLC	Palestine, TX	12/10/2020			
Smart Scholars Foundation	Houston, TX	12/10/2020			
Smarter HR Solutions	Houston, TX	12/10/2020	Viewed	01/07/2021	
SMARTOX	Irving, TX	12/10/2020			
SMRT Solutions (SMRT Consulting LLC)	Washington DC, DC	12/10/2020			
Social Motion, Inc.	Houston, TX	12/10/2020			
Social Studies Success	Spring, TX	12/10/2020			
Softline International USA, Inc	Miami, FL	12/10/2020			
Solel International	Houston, TX	12/10/2020			
Solix Inc. dba Sivic Solutions (Sivic Solutions Group LLC)	Parsippany, NJ	12/10/2020			
south texas boiler	houston, TX	12/10/2020			
South Texas Counseling and Mentoring : Adult Education	Houston, TX	12/10/2020			
SPDF KIDS	Houston, TX	12/10/2020			
Special Evaluations & Consulting of Texas	Dallas, TX	12/10/2020			
Springsted Human Capital Advisors	St. Paul, MN	12/10/2020			

SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	12/10/2020			
SSG-MUSIC	LAS VEGAS, NV	12/10/2020			
Staff Hunt LLC	Houston, TX	12/10/2020			
Standard Morgan Partners, LTD	Houston, TX	12/10/2020			
Steam Kidstitude (Insight Community Resources Inc)	Houston, TX	12/10/2020			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	12/10/2020			
Sterling Empowerment	HOUSTON, TX	12/10/2020	Unsubmitted	01/12/2021	
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	Sugar Land, TX	12/10/2020			
Sterling Therapy & Rehabilitation	SUGAR LAND, TX	12/10/2020			
Stetson & Associates, Inc.	Houston, TX	12/10/2020			
Steve Spangler Inc.	Littleton, CO	12/10/2020	Unsubmitted	12/15/2020	
Stevenson Workshop and Seminar Solutions	league city, TX	12/10/2020			
Stone Oak Solutions, LLC	New Braunfels, TX	12/10/2020			
Storytelli' Time (MARY JO HUFF)	NEWBURGH, IN	12/10/2020	Submitted	12/19/2020	12/19/2020
Strahan Cain, PLLC	Houston, TX	12/10/2020			
Straight Defined	Copperas Cove, TX	12/10/2020			
Straight Line Management (Straight Line Management LLC)	San Antonio, TX	12/10/2020			
Strategar (Strategar LLC)	Addison, TX	12/10/2020			
STRAUS SYSTEMS INC	STAFFORD, TX	12/10/2020			
Streamline Health Services	San Juan Capistrano, CA	12/10/2020			
Students of Strength, Inc.	Cambridge, MA	12/10/2020			
Susan M. Catlett, Ph.D., BCBA-D	Houston, TX	12/10/2020	Submitted	01/17/2021	01/17/2021
SWA International Company	Houston, TX	12/10/2020			
Table SALT Group	Houston, TX	12/10/2020	Unsubmitted	12/30/2020	
Tammy Rodney	Houston, TX	12/10/2020	Submitted	02/16/2021	02/16/2021
Tandi Oil and Gas LLC	KATY, TX	12/10/2020			
TCT Enterprises, LLC	Houston, TX	12/10/2020			
Teach2Learn (Elliott and McMahon)	Friendswood, TX	12/10/2020			
Teaching Strategies, LLC	Bethesda, MD	12/10/2020	Submitted	01/11/2021	01/11/2021
Teachstone Training, LLC	Charlottesville, VA	12/10/2020	Submitted	01/12/2021	01/12/2021
Team Driven Technology Inc.	Fort Worth, TX	12/10/2020			
TeamLogic IT (Philoxenus, Inc.)	Houston, TX	12/10/2020			
Tecnics Consulting, Inc.	Houston, TX	12/10/2020			
TEEN TRUTH (TEEN TRUTH, LLC)	DRIPPING SPRINGS, TX	12/10/2020			
Tekgration LLC	San Antonio, TX	12/10/2020			
Tequipment, Inc	huntington station, NY	12/10/2020	Viewed	01/20/2021	
Tetra Tech, Inc.	Maitland, FL	12/10/2020			
Texans Together Education Fund Inc	Houston, TX	12/10/2020			
Texas Educational Consultative Services, Inc.	Austin, TX	12/10/2020			
Texas Initiative Programs (The K16 Ready Society, Inc.)	Fort Worth, TX	12/10/2020			
Texas STAAR Publishing, LLC	Sugarland, TX	12/10/2020			
Texas State Billing Services Inc	Kyle, TX	12/10/2020	Viewed	01/12/2021	
TexConnect Communications, LLC	Brazoria, TX	12/10/2020			
The Afterschool Professional	Pflugerville, TX	12/10/2020			
The A-List Network, LLC (Stephanie Belton)	Rosharon, TX	12/10/2020			
The Author Village, LLC	Newburgh, NY	12/10/2020			
The Box Program (Box Program)	Baytown, TX	12/10/2020			
The Business Concierge (Goodwill Houston)	Houston, TX	12/10/2020			
The Carmona Firm, PLLC	Houston, TX	12/10/2020			
The CNA Corporation (CNA)	Arlington, VA	12/10/2020			
The Core Collaborative, Inc	San Diego, CA	12/10/2020	Submitted	01/11/2021	01/11/2021
The Danielson Group	Chicago, IL	12/10/2020	Submitted	02/13/2021	02/13/2021
The Donatto Group	Houston, TX	12/10/2020			
The E2 Group, Inc.	Sugar Land, TX	12/10/2020			
The Educator Collaborative	Astoria, NY	12/10/2020			
The Flippen Group	College Station, TX	12/10/2020	Unsubmitted	12/16/2020	
The Fulton Law Group PLLC	Houston, TX	12/10/2020			
The Green Alliance	Katy, TX	12/10/2020			
The Hanover Research Council, LLC	Arlington, VA	12/10/2020			
The Harris Foundation	Houston, TX	12/10/2020			
The I Love U Guys Foundation	Conifer, CO	12/10/2020	Submitted	01/08/2021	01/08/2021

The K.N.E.W. Solutions (Keschia Matthews)	FRESNO, TX	12/10/2020			
The KD Company (Kim Y. Davis Enterprises, LLC)	Houston, TX	12/10/2020			
The King & Associates Firm	Brazoria, TX	12/10/2020			
The Knowledge Stack (The Knowledge Stack LLC)	Los Angeles, CA	12/10/2020			
The Kovacs Group	New Braunfels, TX	12/10/2020			
The National Behavioral Intervention Team Association	King of Prussia, PA	12/10/2020			
The Ombudsmen Group	Cibolo, TX	12/10/2020			
The Outreach Program Education/Counseling Services	Houston, TX	12/10/2020			
The Paper Plate, Inc	Dallas, TX	12/10/2020			
The Phoenix Group (Phoenix Contracting Group)	Houston, TX	12/10/2020			
The Platform	Houston, TX	12/10/2020			
The Process Manager (Meliton Moya, Ph.D.)	Edinburg, TX	12/10/2020	Submitted	01/11/2021	01/11/2021
The Resilient Group	Houston, TX	12/10/2020			
The Schlueter Group (Stan Schlueter)	Austin, TX	12/10/2020			
The Sign Depot (Lozz Quatezz LLC)	PHARR, TX		Viewed	01/18/2021	
The Style Signature	Carrollton, TX	12/10/2020	Viewed	02/04/2021	
The TEAMS Group, LLC	Austin, TX	12/10/2020			
The Trade Group	Carrollton, TX	12/10/2020			
The Village Education Solutions	Spring, TX		Unsubmitted	01/12/2021	
The Yates Company	Houston, TX	12/10/2020			
TheDataFyles	Bellaire, TX	12/10/2020			
Therapy Consultants (MedPerm Placement Inc)	Houston, TX	12/10/2020			
Theresa Harris	HOUSTON, TX	12/10/2020			
Think Big Learning	Nashville, TN		Submitted	01/06/2021	01/06/2021
thinkLaw (CS Educational Services, LLC)	Las Vegas, NV	12/10/2020			
Thomas Educational Solutions	Pearland, TX	12/10/2020	Unsubmitted	12/16/2020	
Thompson & Horton LLP	Houston, TX	12/10/2020			
Thompson Educational Consulting, Inc.	Missouri City, TX	12/10/2020			
Timothy Project: Youth Mentoring Youth, Inc.	Houston, TX	12/10/2020			
TinMan Enterprises (TX TinMan Enterprises, LLC)	Fort Worth, TX	12/10/2020			
Tiphany Chambers Burrell	HOUSTON, TX	12/10/2020			
TISOMO Consulting Group, LLC	Jacksonville, FL	12/10/2020			
TLE Inc (The Look Enterprises, Inc.)	Bellaire, TX	12/10/2020			
TMI Solutions, LLC	George West, TX	12/10/2020			
TNR Accounting & Management Consulting, LLC (Nannette Ray)	Katy, TX	12/10/2020			
TNTP (The New Teacher Project, Inc.)	Brooklyn, NY	12/10/2020			
Total Special Education Solutions, LLC	Beaumont, TX	12/10/2020			
TPR Education LLC (The Princeton Review)	Natick, MA	12/10/2020			
Trace3, Inc.	Irvine, CA	12/10/2020			
Training and Leadership Consulting	Houston, TX		Submitted	02/16/2021	02/16/2021
Transformation7 by Tiffany A. Washington	Houston, TX	12/10/2020	Viewed	01/07/2021	
Translation & Interpretation Network (Catholic Charities Diocese of Fort Worth, Inc. d/b/a Translation & Interpretation Network)	Fort Worth, TX	12/10/2020	Viewed	12/16/2020	
Trezvant Academy, Inc	Houston, TX	12/10/2020			
True Love Childcare	Humble, TX	12/10/2020			
TSC COGIC	houston, TX	12/10/2020			
Tutor Doctor	Navasota, TX	12/10/2020			
Tynker	Mountain View, CA	12/10/2020			
U.S. Dream Academy, Inc	Columbia, PA	12/10/2020			
UNICOM Government, Inc. F/K/A GTSI Corp.	Chantilly, VA	12/10/2020			
Unified Sunergy Systems LLC	Flower Mound, TX	12/10/2020			
United Training Commercial, LLC (United Training)	New Braunfels, TX		No Bid	01/06/2021	01/11/2021
Unlimited Visions Aftercare, Inc	Houston, TX	12/10/2020			
UNTAPPED Genius	Missouri City, TX		Submitted	02/16/2021	02/16/2021
UP Educational Consulting	Conroe, TX	12/10/2020			
USATestprep, LLC	Atlanta, GA		Viewed	12/15/2020	
Utturn Concepts Inc	Houston, TX	12/10/2020			
Vanguard Trading & Services, LLC	Houston, TX	12/10/2020			
Velvet Rope Experience (VRE Business Soultions)	Houston, TX	12/10/2020			

Victory Group	Houston, TX	12/10/2020	Viewed	02/10/2021	
Vinnove Consulting Group	San Antonio, TX	12/10/2020			
Virtuo Group Corporation	The Woodlands, TX	12/10/2020			
Visual Communication Services (Webbco Enterprises, LLC)	Houston, TX	12/10/2020			
Volition IIT Inc	ASHBURN, VA	12/10/2020			
VOX Global	Dallas, TX	12/10/2020			
VRJ & Associates, LLC	Sugar Land, TX	12/10/2020			
Waits Consulting Group	Houston, TX	12/10/2020			
Walk the Walk Promotions	Richardson, TX	12/10/2020			
Walker Quality Services	Cypress, TX	12/10/2020			
Walsh Gallegos Treviño Russo & Kyle P.C.	Austin, TX	12/10/2020	No Bid	12/14/2020	12/15/2020
WaterLily Writing, LLC	Arlington, TX	12/10/2020			
Watkins & Associates Consulting Services LLC.	Houston, TX	12/10/2020			
Wellesley College	Wellesley, MA	12/10/2020			
Wellspring Family & Community Institute	Houston, TX	12/10/2020			
Wendy Perry Coparenting Education (www.wendyperry.com)	Watauga, TX	12/10/2020			
Westat	San Antonio, TX	12/10/2020			
Williams Education Consulting	Houston, TX	12/10/2020			
Workshop Houston	Houston, TX	12/10/2020			
World Youth Foundation, Inc.	Houston, TX		Viewed	01/14/2021	
Wright One Training	Flower Mound, TX	12/10/2020			
Writers in the Schools	Houston, TX	12/10/2020	Submitted	01/11/2021	01/11/2021
Writing with Design (The Learning Project)	Norman, OK	12/10/2020			
WRM Development	Selma, TX	12/10/2020			
Wylie Construction Services	Humble, TX	12/10/2020	No Bid	12/11/2020	12/11/2020
Yawp Records LLC	Houston, TX		Viewed	01/15/2021	
Yolah - Yolandra Drake	Houston, TX	12/10/2020			
Young Audiences, Inc. of Houston	Houston, TX		Submitted	01/11/2021	01/11/2021
Young Women Christian Association of Houston	Houston, TX	12/10/2020	Unsubmitted	02/09/2021	
Your Pro Medical Inc. (Your Pro Consultant Inc.)	Bedford, TX	12/10/2020			
Youth Advocacy TEAM	Houston, TX	12/10/2020			
Youth Debate League (MDG Gulf Coast, LLC)	Missouri City, TX	12/10/2020			
Youthlight, Inc.	Chapin, SC		No Bid	01/13/2021	01/13/2021
Z Smart, LLC	Rockwall, TX	12/10/2020			
Zenith Designs, LLC	Houston, TX	12/10/2020			
ZNA DESIGN (ZNA GROUP LLC)	Katy, TX	12/10/2020			
ZolonTech, Inc.	Herndon, VA	12/10/2020			

External Invitations

Participant Detail

@RISK Technologies

Address 16400 N. Dallas Pkwy Unit 105 Participation Type: Active Supplier
Dallas, TX 75248

Invitation Date 12/10/2020
Invitation Type Automatic
Invitation Email(s) lbrehm@atrisktech.com

2 Inspire Peace

Address 1808 S. Good Latimer Expressway Participation Type: Active Supplier
Dallas, TX 75226

Classifications MBE (Primary),SBE,WBE

Invitation Date 12/10/2020
Invitation Type Automatic
Invitation Email(s) 2inspirepeace@gmail.com

Regular Board Meeting

6.F.4.

Meeting Date: May 19, 2021

Title: Contract Renewal for RFP No. 20/039YR Early Head Start Child Care Partnership

Submitted For: Bill Monroe, Purchasing

Submitted By: Inga Ash

Recommended Action: Approve

HCDE Goal(s):
1. Impact education/respond to evolving needs
4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Jonathan Parker, Venetia Peacock, Jamese Stancill, Dr. Jesus Amezcua, Kendra Jackson, and Inga Ash

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider approval of a Contract Renewal option for job no. 20/039YR Early Head Start Child Care Partnership with the following vendors: John G. Jones Learning Center; Fellowship of Purpose Early Childhood Learning Center; Let's Learn Christian Learning Center, Inc.; and Deskot, LLC dba Kool Kids Daycare for the period of 06/17/2021 through 06/16/2022.

Subject:

Early Head Start Child Care Partnership

Rationale:

HCDE contract no. 20/039YR was awarded for one (1) year from 06/17/2020 through 06/16/2021. The contract has the option for four (4) annual renewals. HCDE recommends exercising the first (1st) option for renewal period 06/17/2021 through 06/16/2022 for the vendors listed above in Posted Agenda Item. This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Attachments

Execution of Offer

Form Review

Inbox
Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 05/03/2021

Reviewed By
Kendra Jackson
Jesus Amezcua

Date
04/27/2021 02:13 PM
05/03/2021 11:08 PM
Started On: 04/26/2021 02:20 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	JOHN G. JONES LEARNING CENTER		
AUTHORIZED SIGNATURE:	<i>Robert Chambers</i>		
PRINT NAME:	ROBERT CHAMBERS		
TITLE:	BOARD CHAIRMAN		
DATE:	3-16-2021		
ADDRESS:	P. O. BOX 3303		
CITY, STATE, ZIP CODE:	CROSBY, TX 77532		
PHONE:	281-328-6440	FAX:	281-328-6440
EMAIL ADDRESS:	RLCHA@COMCAST.NET		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

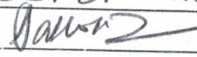
Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

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- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	DESKOT LLC DBA KOOL KIDS DAYCARE		
AUTHORIZED SIGNATURE:			
PRINT NAME:	SHEFALI KOTHARI		
TITLE:	OWNER / DIRECTOR		
DATE:	04.08.2021		
ADDRESS:	602 FAIRMONT PKWY		
CITY, STATE, ZIP CODE:	PASADENA, TX 77504		
PHONE:	713-944-5665	FAX:	281-846-1533
EMAIL ADDRESS:	Sheilakot@sbcglobal.net		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

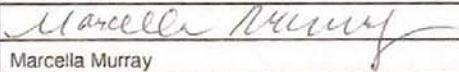
Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
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- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Fellowship of Purpose Early Childhood Learning Center		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Marcella Murray		
TITLE:	Owner/Executive Director		
DATE:	April 7, 2021		
ADDRESS:	4718 Loggia Lane		
CITY, STATE, ZIP CODE:	Humble, TX 77396		
PHONE:	832 859.5824	FAX:	None
EMAIL ADDRESS:	marcella_murray@yahoo.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____
 Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

 Jesus J. Amezcua, Ph.D., CPA, RTSBA
 Assistant Superintendent for Business Services

 Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Let's Learn Innovative Learning Center		
AUTHORIZED SIGNATURE:	<i>[Handwritten Signature]</i>		
PRINT NAME:	Dormita D. Paul		
TITLE:	Owner / Director		
DATE:	4-14-2021		
ADDRESS:	1511 N. 10th Street		
CITY, STATE, ZIP CODE:	Baytown, TEXAS 77520		
PHONE:	281-428-0623	FAX:	N/A
EMAIL ADDRESS:	letslearntogetherbusiness@gmail.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting

6.F.5.

Meeting Date:	May 19, 2021		
Title:	Contract Award for Job No. 21/027YR Nutrition Services Consultant		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Yaritza Roman
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Kendra Jackson, and Yaritza Roman	Facilities/Technology Approval Needed?:	None

Information

Posted Agenda Item:

Consider approval of Contract Award for job no. 21/027YR Nutrition Services Consultant with the following proposer(s): Community Nutrition Outreach Services and Foodservice Peeps LLC for the period of 05/19/2021 through 05/18/2022.

Subject:

Nutrition Services Consultant/Head Start

Rationale:

The process enacted was a Request for Proposals (RFP) to acquire proposals from vendors to provide nutrition consulting services for the Harris County Department of Education Head Start Division. One hundred thirty-eight (138) invitations were extended for proposals. Four (4) responses were received from vendors. Each response was review for compliance with the requirements of RFP, were evaluated, and scored. One (1) response was deemed as non-responsive; One (1) response did not meet the criteria; and two (2) vendors offering the best value to HCDE/Head Start were recommended for an award.

The contract period shall be for a term of one (1) year from 05/19/2021 through 05/18/2022 to the vendor stated above in Posted Agenda Item. Contract no. 21/027YR has the option for up to four (4) annual renewals. This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Attachments

- Evaluation Summary
- Board Recommendation
- ECI Form
- Participation Report

Form Review

Inbox	Reviewed By	Date
Purchasing	Kendra Jackson	05/03/2021 09:51 AM
Assistant Superintendent - Business	Jesus Amezcua	05/03/2021 11:08 PM
Form Started By: Yaritza Roman		Started On: 04/26/2021 02:22 PM
Final Approval Date: 05/03/2021		

RFP 21/027YR Nutrition Services Consultant - Evaluation Summary

Evaluation Criteria	Total Weighted Value	Cibus Brokerage	Community Nutrition Outreach Services	FoodService Peeps, LLC
Price	30	18.60	29.60	24.00
Reputation of Vendor and Vendor's goods and/or service	20	14.00	18.80	17.00
Quality of Vendor's goods and/or services	20	12.00	19.60	16.20
Extent to which the goods and/or services meet HCDE needs	20	2.00	19.80	15.60
Vendor's past relationship with HCDE	10	0.00	9.80	2.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00
Other (Ability to allow other local government entities to piggy-back from this contract)	0	0.00	0.00	0.00
Total Average	100	46.60	97.60	74.80
			RECOMMENDED	RECOMMENDED



**Harris County Department of Education
Business Office /Purchasing Division
Job (Bid-Proposal) **Recommendation Form**
Program Review**

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Division
From: Recommendation Committee

**Venetia Peacock
Gulshan Rahman
Monica Niles
Veronica Bacopulos
Yaritza Román**

Job (Bid or RFP#) and Name: 21/027YR
Nutrition Services Consultant

Board Meeting Date: May 19, 2021

Date: April 22, 2021

Procurement Requirements Available:

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
 From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)
 Over \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the **conflict of interest requirements** for federal funds.



I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding **conflict of interest disclosures.**

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all Buyers & Director)

Justification:

Job no. 21/027YR

This RFP was developed to procure nutrition consulting services for Head Start.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitation to propose was sent to one hundred thirty-eight (138) vendors.

HCDE received four (4) responses.

Recommendation:

HCDE is recommending the following vendor for award:

- **Community Nutrition Outreach Services**
- **Foodservice Peeps LLC**



**Harris County Department of Education
Business Office /Purchasing Division**

EC Form

Effectiveness and Compliance Review

[This form is used to document due diligence by Buyer]

To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt. for Business

From: Yaritza Román – Contract Manager

Job- Bid or RFP# and Name: 21/027YR Nutrition Services Coordinator

Board Meeting Date: May 19, 2021

Date: April 22, 2021

Procurement Requirements Applicable:

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
- From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)
- Over \$50,000 (per CH Local)
- Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the **conflict of interest requirements** for federal funds.

I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding **conflict of interest disclosures.**

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

Harris County Department of Education

Participation Detail as of 4/26/2021 03:17:48 PM (CT)

Bid Information

Bid Creator Yaritza Roman
 Email yroman@hcde-texas.org
 Phone (713) 696-8212
 Fax

 Bid Number 21/027YR
 Title Nutrition Services Consultant
 Bid Type Request for Proposal
 Issue Date 2/12/2021 03:18 PM (CT)
 Close Date 3/31/2021 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
1st Choice Restaurant Equipment & Supply, LLC	San Antonio, TX	02/12/2021	No Bid	02/12/2021	03/29/2021
23 THRU ME LLC (23 THRU ME)	Houston, TX	02/12/2021			
365 Paving & Construction LLC	Mission, TX	02/12/2021			
AAA Painting	Houston, TX	02/12/2021			
Abby's Catering (Amber Green Corporation)	Houston, TX	02/12/2021			
Ace Mart Restaurant Supply Co	San Antonio, TX		Viewed	02/25/2021	
AlaCarte Foods	Albertville, AL	02/12/2021			
Alpha Mechanical, LLC	Alvin, TX		Viewed	03/02/2021	
American Pride Paper and Plastic	Lakewood, NJ	02/12/2021			
ARAMARK Educational Services, LLC	Philadelphia, PA	02/12/2021			
Armstrong Repair Center, Inc.	Houston, TX		Viewed	03/30/2021	
BE A CHAMPION, INC.	Houston, TX	02/12/2021			
BE GLAD LLC	San Jose, CA		No Bid	02/17/2021	02/17/2021
Bearing Fruit Early Childhood Training	HOUSTON, TX	02/12/2021			
Ben DeSoto	Ogden, UT		Viewed	02/12/2021	
Best Express Foods	Cincinnati, OH	02/12/2021			
Beyond The Tray, LLC	Flower Mound, TX	02/12/2021			
Blencor LLC	Sealy, TX	02/12/2021			
BMHR - Better Man HR LLC	SAN ANTONIO, TX	02/12/2021			
BRENHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	02/12/2021			
Briar Patch	Houston, TX	02/12/2021			
BRIGHTER FUTURE, INC.	Houston, TX	02/12/2021			
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	02/12/2021			
Butterball (Butterball, LLC)	Garner, NC	02/12/2021	No Bid	02/14/2021	02/14/2021
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX	02/12/2021			
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	02/12/2021			
Child Care Associates	FORT WORTH, TX	02/12/2021			
Cibus Brokerage	San Antonio, TX	02/12/2021	Submitted	03/08/2021	03/08/2021
Clark Food Service Equipment (Clark Associates Inc)	Lancaster, PA	02/12/2021			
Cobal Food Services, LLC	Pflugerville, TX	02/12/2021			
Comida Vida, Inc.	Fairmont, MN	02/12/2021			
Community Nutrition Outreach Services (Ellis A Morrow)	Houston, TX	02/12/2021	Submitted	03/29/2021	03/29/2021
Competitive Choice, Inc.	Houston, TX		Unsubmitted	02/22/2021	
CoreSphere, LLC	Bethesda, MD		Viewed	03/19/2021	
Denver Equipment Co. of Charlotte	Charlotte, NC	02/12/2021			
Descon Signage Solutions (Young & Kenady Inc.)	Brownsburg, IN	02/12/2021			
DGR United	houston, TX	02/12/2021			
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	02/12/2021			
Dominos, LLC	Ann Arbor, MI	02/12/2021			
Douglas Equipment (Douglas Food Stores Inc)	Bluefield, WV	02/12/2021			
EMS LINQ (5561255653)	Wilmington, NC		Viewed	03/08/2021	

Fat Cat Bakery	Sacramento, CA	02/12/2021	Unsubmitted	03/01/2021	
Food Handler Solutions	Marana, AZ	02/12/2021	Viewed	02/24/2021	
Foodservice Peeps LLC	Richmond, TX	02/12/2021	Submitted	03/31/2021	03/31/2021
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	02/12/2021			
Fresh Provisions, Inc.	Fort Worth, TX	02/12/2021			
Full Filled Project Inc	Plano, TX	02/12/2021			
Furniture Systems & Cubicles, Inc (CUBITURE)	HOUSTON, TX		Viewed	03/08/2021	
Gazelle Capital, LLC	Saint Petersburg, FL	02/12/2021			
GDK Go Inc. DBA Dominos Pizza	Houston, TX	02/12/2021			
Gem Food Services Corp.	Rosenberg, TX	02/12/2021			
Gene's Machine, INC.	Victoria, TX	02/12/2021			
Glazier Foods Company	Houston, TX	02/12/2021			
Global Food Solutions	Hauppauge, NY	02/12/2021	Viewed	02/12/2021	
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	02/12/2021			
Great Western Dining Service, Inc.	Tipton, MO	02/12/2021			
Harris School Solution	Niagra Falls, NY	02/12/2021			
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	02/12/2021			
Healthy Lunch Box	Houston, TX	02/12/2021			
Heart Nation Inc	Humble, TX	02/12/2021	Viewed	03/21/2021	
HELPING HANDS FITNESS AND NUTRITION	BELLAIRE, TX	02/12/2021			
Hickory Hollow Restaurant (Bayou BBQ Inc.)	houston, TX	02/12/2021			
HIGH LINER FOODS	Portsmouth, NH	02/12/2021			
Hill Country Dairies, Inc.	Austin, TX	02/12/2021			
Houston Dynamic Displays (Dooh Media Group, LLC)	Houston, TX	02/12/2021	Viewed	02/12/2021	
Houston Urban Debate League	Houston, TX	02/12/2021			
HPC Foodservice (Hartford Provision Company)	South Windsor, CT	02/12/2021			
I2U SYSTEMS, INC.	Missouri City, TX		Viewed	02/13/2021	
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	02/12/2021			
Infojini, Inc.	Columbia, MD		Viewed	02/17/2021	
John Williams (Mrs litha child care center)	La porte, TX	02/12/2021			
Jonny Pops, LLC	St. Louis Park, MN	02/12/2021			
jp ice cream (ja-en enterprises)	Pharr, TX	02/12/2021			
kaizen Renewable Energy (kaizen Endeavors, Inc.)	Dallas, TX	02/12/2021			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	02/12/2021			
Karlsburger	Monticello, MN	02/12/2021			
Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	02/12/2021			
Kitchen Resources, L.P.	Harlingen, TX	02/12/2021			
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	02/12/2021			
Kommerical Kitchens (Terry Woodard Enterprises, Inc)	Beaumont, TX	02/12/2021			
Lakeland Dallas (LMI Enterprises LLC)	Allen, TX	02/12/2021	Viewed	03/10/2021	
Lamb Weston	Eagle, IL		Viewed	03/12/2021	
Launch Point CDC, Inc.	Houston, TX	02/12/2021			
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	02/12/2021			
Lee Lee's Catering cooking with love LLC	Omaha, TX		Viewed	02/22/2021	
Levy's Tutorial and Enrichment Center (Mary Baumann)	Houston, TX		No Bid	02/19/2021	02/19/2021
Lighthouse Groups LLC	Saint Louis, MO	02/12/2021			
Little Ones Daycare	Pasadena, TX	02/12/2021			
Metropolitan Landscape Management, Inc (Thompson Companies Inc)	Spring, TX	02/12/2021			
Millunzi & Associates	The Woodlands, TX	02/12/2021			
Multi Foods, LLC (Bento Foods)	Houston, TX	02/12/2021	Viewed	02/22/2021	
Mustang Custom Foods LLC	Dallas, TX	02/12/2021	Viewed	02/12/2021	
Nasare Enterprises, LLC.	Houston, TX	02/12/2021			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	02/12/2021			
Newton Brokerage (Margueritte D. Newton)	Houston, TX	02/12/2021	Viewed	03/18/2021	
Nicho Produce Co., Inc.	Edinburg, TX	02/12/2021			
NORDCO Marketing, Inc.	The Woodlands, TX	02/12/2021			
notables	Brooklyn Center, MN	02/12/2021			
NuHealth, Inc.	Houston, TX	02/12/2021			
Nuksy's Fine Catering LLC	Missouri City, TX	02/12/2021			
Office Shines (CallWorksMedia, LLC)	Stafford, TX		Viewed	03/26/2021	

One More Round Inc	Houston, TX	02/12/2021	No Bid	02/12/2021	03/30/2021
Papa John's (GFPM LLC)	Houston, TX	02/12/2021			
PCS Revenue Control Systems, Inc.	Englewood Cliffs, NJ		Viewed	03/02/2021	
PepsiCo	Houston, TX	02/12/2021			
PepsiCo Foodservice	Spring, TX	02/12/2021			
PHD Resources & Taxes	Houston, TX	02/12/2021			
Phil-Paul Tax Services	Houston, TX	02/12/2021			
PopSmart Technologie, LLC (PopSmart Technologies,LLC)	Farmers Branch, TX		No Bid	03/10/2021	03/10/2021
Preferred Packaging Sales & Service (Sycamore Sales Inc.)	Norcross, GA	02/12/2021			
Preschool Express Learning Academy	Humble, TX	02/12/2021			
Prime Central Store (Waretrack, Inc.)	HOUSTON, TX	02/12/2021			
PrimeroEdge (Cybersoft Technologies, Inc.)	Houston, TX	02/12/2021			
Prince Food Systems	Houston, TX	02/12/2021			
Prismatic Services, Inc.	Cornelius, NC	02/12/2021	Viewed	02/12/2021	
Radius Design Works, LLC	Cincinnati, OH	02/12/2021			
Ramos & Harrison	Corpus Christi, TX	02/12/2021			
Rapids Wholesale (Dascoa)	Marion, IA	02/12/2021			
RDFresh Texas (Anthony W. White)	Hutto, TX	02/12/2021			
Remy Dillenseger	Houston, TX		Viewed	03/10/2021	
Revolution Foods, Inc.	Oakland, CA	02/12/2021			
Rising Star Academy	Houston, TX	02/12/2021			
Ruiz Food Products, Inc.	Dinuba, CA	02/12/2021	Unsubmitted	02/17/2021	
Savory Life, LLC	Atlantic Beach, FL	02/12/2021			
School Choices	Spring, TX	02/12/2021			
School Food Service Innovations	Jourdanton, TX	02/12/2021	Viewed	03/29/2021	
SCHREIBER FOODS INTERNATIONAL	Upper Saddle River, NJ	02/12/2021			
Shepherd Food Equipment (Crazy Cousins, Inc.)	Dallas, TX	02/12/2021			
SimplyMeats Traceable Distribution	Bronx, NY	02/12/2021	Viewed	02/14/2021	
SKILLASTICS (SANDY SPIN SLADE INC)	CORONA, CA	02/12/2021			
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	02/12/2021	Viewed	02/24/2021	
Smart Scholars Foundation	Houston, TX	02/12/2021			
SnackKit (William Cole Distribution)	Spring, TX	02/12/2021			
Sodexo Services of Texas Limited Partnership	Gaithersburg, MD	02/12/2021			
Southwest Foodservice Excellence	Scottsdale, AZ	02/12/2021			
Spur Employment, Inc.	HUNTSVILLE, AL	02/12/2021			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	02/12/2021			
SunOpta Foods, Inc.	Edina, MN	02/12/2021			
Super Bakery	Cleveland, OH	02/12/2021			
Supportive Educational Services, Inc.	Houston, TX	02/12/2021			
TabletKiosk (Sand Dune Ventures Inc.)	Torrance, CA		Unsubmitted	03/08/2021	
Tastee Kreme	HOUSTON, TX	02/12/2021			
TekVisions Inc	Temecula, CA		Viewed	03/15/2021	
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	02/12/2021			
The Daily Java (Java Enterprises Inc.)	Dallas, TX	02/12/2021			
The Healthy School Food Collaborative	New Orleans, LA		Submitted	03/09/2021	03/09/2021
The Heart of God Restoration Ministry	Houston, TX	02/12/2021			
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	02/12/2021			
The Paper Plate,Inc	Dallas, TX	02/12/2021			
The Resilient Group	Houston, TX	02/12/2021			
The School Group	cypress, TX	02/12/2021			
TMB Screen Printing & Embroidery Spring	Spring, TX	02/12/2021			
Truitt Family Foods	Salem, OR	02/12/2021			
U. S. WHOLESALE PRODUCTS	SAN ANTONIO, TX	02/12/2021			
UNIFRESH, INC	SAN ANTONIO, TX	02/12/2021			
Unistraws, LLC	Farmers Branch, TX		Viewed	03/12/2021	
Visual Arts Productions	Houston, TX	02/12/2021			
Walker Quality Services	Cypress, TX	02/12/2021			
Werk U Out training	alvin, TX	02/12/2021			
WNA Atrium Packaging	Houston, TX	02/12/2021			
Wylie Construction Services	Humble, TX		No Bid	03/02/2021	03/30/2021
YR Testing Account	Everywhere, TX		Viewed	03/11/2021	

External Invitations

Participant Detail**1st Choice Restaurant Equipment & Supply, LLC**

Address 15018 Tradesman Dr Participation Type: Active Supplier
San Antonio, TX 78249

Classifications TAS (Primary)

Invitation Date 02/12/2021
Invitation Type Automatic
Invitation Email(s) orders@1stchoiceres.com seth@1stchoicecompanies.com
Response Date 03/29/2021
Response Status No Bid
Status Date 02/12/2021

23 THRU ME LLC (23 THRU ME)

Address PO Box 91547 Participation Type: Active Supplier
Houston, TX 77291

Classifications MBE (Primary),SBE,WBE

Invitation Date 02/12/2021
Invitation Type Automatic
Invitation Email(s) laquedadavis@gmail.com

365 Paving & Construction LLC

Address 1618 E. Griffin Parkway Participation Type: Active Supplier
Mission, TX 78572

Invitation Date 02/12/2021
Invitation Type Automatic
Invitation Email(s) 365paving@gmail.com

AAA Painting

Address 6005 Westview Rd. Participation Type: Active Supplier
Houston, TX 77055

Invitation Date 02/12/2021
Invitation Type Automatic
Invitation Email(s)

Abby's Catering (Amber Green Corporation)

Address 2700 Greens Road Participation Type: Active Supplier
Houston, TX 77032

Classifications SBE,WBE (Primary)

Invitation Date 02/12/2021
Invitation Type Automatic
Invitation Email(s) robin@abbyscatering.com

Ace Mart Restaurant Supply Co

Address 2653 Austin Hwy Participation Type: Active Supplier
San Antonio, TX 78218

Classifications TPA (Primary),TXM

Response Status Viewed
Status Date 02/25/2021

Regular Board Meeting

6.F.6.

Meeting Date:	May 19, 2021		
Title:	Contract Award for RFQ 21/028YR Audit Services for HCDE		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Yaritza Roman
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Stephanie Barnett, Dr. Jesus Amezcua, Kendra Jackson, and Yaritza Roman	Facilities/Technology Approval Needed?:	None

Information

Posted Agenda Item:

Consider approval of Contract Award for RFQ job no. 21/028YR for Audit Services for Harris County Department of Education to the firm offering the best value to HCDE and meeting the specifications outlined in the proposal: Whitley Penn, LLP for the period of 05/19/2021 through 05/18/2022 (and approving the amount of \$54,100 for FY 2021).

Subject:

RFQ for Audit Services for HCDE

Rationale:

The process enacted was a Request for Qualifications (RFQ) to acquire statements of qualifications from public accounting firms to provide audit services for the Harris County Department of Education. Two hundred thirty-two (232) invitations were extended for proposals. Three (3) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFQ, were evaluated, and scored. The evaluation committee recommends to award a contract to Whitley Penn, LLP. See attached supporting documentation.

The contract period shall be for a term of one (1) year from 05/19/2021 through 05/18/2022 to the vendor stated above in Posted Agenda Item. Contract no. 21/028YR has the option for up to four (4) annual renewals. This contract is in accordance with Government Code 2254 (Professional Services Procurement Act).

Fiscal Impact

Attachments

- Committee Evaluation
- Recommendation Committee Memo
- ECI Form
- Whitley Penn Engagement Letter
- Whitley Penn Fee Schedule

Form Review

Inbox
Purchasing

Reviewed By
Kendra Jackson

Date
05/03/2021 09:52 AM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EVALUATION CRITERIA FORM**

RFQ 21/028YR Audit Services for Harris County Department of Education


Vendor Name: BKD, LLP

Evaluation Date: April 14, 2021

Selection Criteria		Max Points	Points Awarded	Points Awarded
1	Technical Experience			
	a. Auditing experience in Texas public schools	10	8	5
	b. Auditing experience in government entities	10	9	9
2	Characteristics of staff, including consultants, assigned to the audit			
	a. Size/structure of the firm, including audit staff positions	5	4	4
	b. Qualifications of supervisory personnel, consultants, and the field audit team; education, including continuing education courses taken during the past two years; and years and type of experience	35	33	33
3	General direction and supervision to be exercised over the audit team by			
	The firm's management personnel	10	9	9
	Clear understanding of the work to be performed; comprehensiveness of the audit work plan	15	14	14
	Realistic time estimate of each major segment of the work plan and estimated number of hours for each staff level including consultants assigned	15	14	12
	Total Points	100	91	86
4	Oral Interview (only if HCDE deems necessary)	15		
	Grand Total Points	115		

Notes:

Evaluator's Signature:

x 

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EVALUATION CRITERIA FORM**

RFQ 21/028YR Audit Services for Harris County Department of Education

Vendor Name: Weaver and Tidwell, LLP

Evaluation Date: April 14, 2021

Selection Criteria		Max Points	SB	JA
			Points Awarded	Points Awarded
1	Technical Experience			
	a. Auditing experience in Texas public schools	10	10	9
	b. Auditing experience in government entities	10	10	10
2	Characteristics of staff, including consultants, assigned to the audit			
	a. Size/structure of the firm, including audit staff positions	5	5	5
	b. Qualifications of supervisory personnel, consultants, and the field audit team; education, including continuing education courses taken during the past two years; and years and type of experience	35	34	34
3	General direction and supervision to be exercised over the audit team by			
	The firm's management personnel	10	9	9
	Clear understanding of the work to be performed; comprehensiveness of the audit work plan	15	15	15
	Realistic time estimate of each major segment of the work plan and estimated number of hours for each staff level including consultants assigned	15	15	13
	Total Points	100	98	95
4	Oral Interview (only if HCDE deems necessary)	15		
	Grand Total Points	115		

Notes:

Evaluator's Signature:

x 

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EVALUATION CRITERIA FORM**

RFQ 21/028YR Audit Services for Harris County Department of Education

Vendor Name: Whitley Penn, LLP

Evaluation Date: April 14, 2021

Selection Criteria		Max Points	Points Awarded	Points Awarded
1	Technical Experience			
	a. Auditing experience in Texas public schools	10	10	10
	b. Auditing experience in government entities	10	10	10
2	Characteristics of staff, including consultants, assigned to the audit			
	a. Size/structure of the firm, including audit staff positions	5	5	4
	b. Qualifications of supervisory personnel, consultants, and the field audit team; education, including continuing education courses taken during the past two years; and years and type of experience	35	35	35
3	General direction and supervision to be exercised over the audit team by			
	The firm's management personnel	10	10	10
	Clear understanding of the work to be performed; comprehensiveness of the audit work plan	15	15	15
	Realistic time estimate of each major segment of the work plan and estimated number of hours for each staff level including consultants assigned	15	15	15
	Total Points	100	100	99
4	Oral Interview (only if HCDE deems necessary)	15		
	Grand Total Points	115		

Notes:

Evaluator's Signature:

x _____



**Harris County Department of Education
Business Office/Purchasing Division
Instructions
to Recommendation Committee**

[This form is used to document due diligence by Purchasing Division]

To: Recommendation Committee

Amy Hinojosa
Andrea Duhon
Richard Cantu
Jesus Amezcua
James Colbert, Jr.

From: Purchasing Division – Contract Manager: Yaritza Román

Job (Bid or RFQ) # and Name: 21/028YR Audit Services for Harris County Department of Education

Board Meeting Date: May 19, 2021

Today's Date: April 14, 2021

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

- Vendor Response
- Bid Attributes
- Evaluation form

Your responsibility for review of this job (RFQ 21/028YR) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFQ) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

A quick reminder on the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

EDGAR Conflict of Interest Requirements

It should be noted that in accordance with EDGAR requirements as amended on Dec 26, 2014 under 2 CFR Part 200 to include the following: No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to



employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of HCDE may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, HCDE has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through our personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the **Board President and addressed through the board policies.**

State of Texas Conflict of Interest requirements

In addition, Chapter 176 of the Local government Code, a local government officer shall file a **conflict of interest disclosure** with respect to a vendor if

(1) the vendor enters into a contract with the local government entity or the local governmental entity is considering entering into a contract with the vendor **AND**,

(2) the vendor has

(A) an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family receiving taxable income, other than investment income, that exceeds **\$2,500** during the 12 month preceding the date that the officer becomes aware that:

- (i) A contract between the local governmental entity and vendor has been executed by
- (ii) The local governmental entity is considering entering into a contract with the vendor

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12 month period preceding the date the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed or
- (ii) the local governmental entity is considering entering into a contract with the vendor or

(C) has a family relationship with the local government officer.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFQ).



Received memo:

To: Recommendation Committee

Amy Hinojosa

Andrea Duhon

Richard Cantu

Jesus Amezcua

James Colbert, Jr.

[Handwritten signatures in blue ink over horizontal lines]

From: Purchasing Division – Yaritza Román – Contract Manager



**Harris County Department of Education
Business Office /Purchasing Division**

EC Form

Effectiveness and Compliance Review

[This form is used to document due diligence by Buyer]

To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt. for Business

From: Yaritza Román – Contract Manager

Job- Bid or RFQ# and Name: 21/028YR Audit Services for Harris County Department of Education

Board Meeting Date: May 19, 2021

Date: April 14, 2021

Procurement Requirements Applicable:

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
- From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)
- Over \$50,000 (per CH Local)
- Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFQ) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFQ) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the **conflict of interest requirements** for federal funds.

I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding **conflict of interest disclosures.**

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFQs) prepared by all buyers and Director)

April 15, 2021

To the Board of Trustees and Management
Harris County Department of Education
6300 Irvington Blvd
Houston, Texas 77022

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Harris County Department of Education (the “Department”), as of August 31, 2021 and for the year then ended, and the related notes to the financial statements, which collectively comprise the Department’s basic financial statements.

In addition, we will audit the Department’s compliance over major federal award programs for the year ended August 31, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Department’s major federal award programs.

Accounting principles generally accepted in the United States of America require that *the management’s discussion and analysis* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America:

- 1) Management’s Discussion and Analysis.
- 2) General Fund Budgetary Schedule
- 3) Pension Information and Other Post-employment Benefit Information

Supplementary information other than RSI will accompany the Department’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining and individual fund statements
- 2) Schedule of Expenditures of Federal Awards
- 3) Schedule of Revenues, Expenditures, and Changes in Fund Balances-Budget to Actual Debt Service
- 4) Schedule of Delinquent Taxes Receivable

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section
- 2) Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with

the Uniform Guidance. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the Department's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Department's basic financial statements. Our report will be addressed to the governing body of the Department. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the Department's compliance with the Uniform Guidance as it related to each of the major federal awards upon completion of our audit.

Audit of Major Program Compliance

Our audit of the Department's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the Department has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Department's major federal programs. The purpose of those procedures will be to express an opinion on the Department's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Department's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Department's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and ensuring that the Department complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the Department from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, the Department's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services could include assistance with the preparation of financial statements including the government-wide conversion entries and note disclosures, assistance with the preparation of the schedule of expenditures of federal award (SEFA) and related notes, and assistance with the preparation of the data collection form and submission to the federal audit clearinghouse.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	June/July 2021
Perform year-end audit procedures	November 2021
Issue audit reports	January 2022

We anticipate meeting these deadlines barring any delays.

Celina Cereceres, CPA is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$54,100. This fee includes the preparation of the Annual Comprehensive Financial Report for the audit as provided in the Request for Qualifications #21/028YR. The fee estimate for the audit is based on anticipated cooperation from the Department's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. The Department's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

Any and all claims relating to or arising out of this contract/agreement shall be governed by the laws of Texas and any dispute shall be finally resolved by the Texas courts in Harris County.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The Department may wish to include our report on these financial statements in an exempt offering document. The Department agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

“Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document.”

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Trustees the following significant findings from the audit:

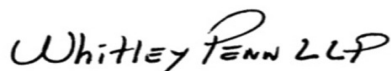
- Our view about the qualitative aspects of the Department's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Harris County Department of Education by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

July 19, 2018

To the Partners of Whitley Penn LLP and
the National Peer Review Committee.

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examination of service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Olsen Thielen & Co., Ltd." in a cursive script.

Olsen Thielen & Co., Ltd.

**REQUEST FOR
QUALIFICATIONS
#21/028YR
EXTERNAL FINANCIAL
AUDIT SERVICES – FEE
SCHEDULE**



Harris County Department of Education



April 15, 2021

Celina Cereceres, CPA
3737 Buffalo Speedway, Ste 1600
Houston, Texas 77098
Celina.Cereceres@whitleypenn.com
Direct Line: 713-386-1175
Mobile: 713-377-3667



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Certification

I hereby certify that I am an authorized agent of the proposing firm empowered to submit this fee estimate and authorized to sign a contract with Harris County Department of Education (the "Department").



April 15, 2021

Celina Cereceres, CPA, Audit Partner

Date

Obviously, fee considerations are an important factor in selecting a firm for professional services such as external audit services. In this regard, we welcome input on our fee estimate during the procurement process. As you are aware, we would very much like to have the opportunity to serve the Department and would welcome the opportunity to discuss the appropriateness of our fee estimate.

We would expect to remain within any negotiated fee level unless factors considered by us in estimating the fee level change significantly. Should circumstances dictate that material increases in our time requirements are necessary, we would discuss this with management immediately. We would not bill the Department for amounts in excess of our negotiated fees without first discussing the matter and receiving approval from management. Fees for our services are based on our standard hourly rates. We will bill the Department for our services on a monthly basis as services are performed.



Below is our fee estimate for fiscal year 2021 as requested. We've also presented fees through fiscal year 2025.

Our 408 hours is based on our task/activity plan submitted in our Statement of Qualifications.

	<u>Hours</u>	<u>Standard Hourly Rate</u>	<u>Proposed Rate</u>	<u>Proposed Fee</u>
Partner	62	\$ 360	\$ 250	\$ 15,500
Manager	92	225	160	14,720
Senior	130	200	140	18,200
Associate	124	195	135	16,740
	<u>408</u>			<u>65,160</u>
Additional Discount	-			(11,060)
Final Fee				<u>\$ 54,100</u>

<u>Fiscal Year</u>	<u>Annual Audit Fee (All- Inclusive)</u>
2021	\$ 54,100
2022	\$ 55,200
2023	\$ 56,300
2024	\$ 57,400
2025	\$ 58,500



Regular Board Meeting

6.G.

Meeting Date: May 19, 2021
Title: Schools Division Academic and Behavior School West Annual Contracts FY22: Conroe ISD (7)
Submitted For: Charles Ned, Schools
Submitted By: Denise Alamos
Recommended Action: Approve
HCDE Goal(s): 1. Impact education/respond to evolving needs
 3. Advocate for learners through innovation
Additional Resource Personnel: Jonathan Parker, Dr. Jesus Amezcua, Kendra Jackson
Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider ratification of Interlocal (revenue) contract for FY 2022 in the aggregate amount of \$166,971 with Academic and Behavior School West with the following district: Conroe ISD for seven (7) out of-county annual contracts in the amount of \$166,971 (\$23,853 each) for the contract period of 08/23/2021 through 06/03/2022.

Subject:

Interlocal (revenue) contracts for FY 2022 in the aggregate amount of \$166,971 with Academic and Behavior School West with the following districts: Conroe ISD for seven (7) out of-county annual contracts in the amount of \$166,971 (\$23,853 each) for the contract period of 08/23/2021 through 06/03/2022.

Rationale:

Entity	Description	Contract Period	Total
Conroe ISD	Annual Contract (15) Out in-County \$23,853 each	8/24/20-6/3/21	\$166,971
Aggregate Amount			\$166,971

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

FY22 ABSW-Conroe ISD-7 units

Form Review

Inbox	Reviewed By	Date
Denise Alamos (Originator)	Denise Alamos	05/06/2021 09:12 AM
Purchasing Alternate	Kendra Jackson	05/06/2021 09:19 AM

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
ACADEMIC BEHAVIOR SCHOOL (ABS) WEST**

2021-2022 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and the **Conroe Independent School District**, (“CISD”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the CISD and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 23, 2021** through **June 3, 2022**. During said term, HCDE agrees to provide services described herein for **seven (7) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the CISD.

2. **HCDE Responsibilities.**
 - a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS West in accordance with applicable law and during the days and times set forth by ABS West. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
 - b) HCDE agrees to furnish the CISD with a monthly statement of student(s) attendance.
 - c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students’ parents/guardians.
 - d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the CISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the CISD.

3. **CISD’s Responsibilities.**
 - a) CISD is responsible for providing transportation for the student(s) to and from ABS West. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of CISD and HCDE.
 - b) CISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)’s first day of attendance at ABS West. CISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by CISD during the term of this Contract. CISD shall provide copies of additional records, including CISD Records, as reasonably requested by HCDE.
 - c) CISD retains the responsibility to report CISD student(s)’s average daily attendance and other required information through the Public Education Information Management System (“PEIMS”).

4. **Student Records; Confidentiality.**

For purposes of this Contract, “Student Records” shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including “personally identifiable information” and student “education records” as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended (“FERPA”); “personal information” as that term is defined in the Children’s Online Privacy Protection Act of 1998 (“COPPA”); “personal information” as that term is defined in the Protection of Pupil Rights Amendment (“PPRA”); “personally identifiable information” as that term is defined in the Individuals with Disabilities Education Act, as amended (“IDEA”); “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and “personal identifying information” and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and CISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which CISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in CISD’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) CISD is under HCDE’s direct control with respect to CISD’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under CISD’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

5. Immunity.

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

6. Collaboration. Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

7. Special Education Services.

a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within CISD and recommended for services as described herein. The ARD Committee of CISD has affirmed the classification and approved the recommendation of such contracted services.

b) HCDE will be available for participation with the CISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the CISD on the implementation of the IEP at least once per semester. A member of the CISD special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.

c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS West.

d) CISD agrees to invite an HCDE representative as a non-consensus member to any CISD ARD Committee meeting for CISD student(s) placed at ABS West pursuant to this Contract.

8. Local Education Agency.

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in CISD and are considered students of CISD for all purposes. ISD remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that any eligible CISD student is provided a free appropriate public education (“FAPE”) while receiving services from HCDE. CISD retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding

identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **CISD** student placed at HCDE, **CISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **CISD** student and is in no way liable to the student, parent, or **CISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **CISD** agrees to pay HCDE a total amount of **\$166,971**. Total amount is calculated by multiplying the number of units times the annual in-county tuition rate (**\$23,853**).

HCDE will invoice **CISD** and payment will be due immediately upon receipt of invoice. **CISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2021**
- 50% of annual total amount due will be invoiced in **January 2022**

If applicable, in consideration of Extended School Year Services (ESY) provided, **CISD** agrees to pay HCDE in the following manner:

- **\$5,278** in-county tuition rate times number of ESY students enrolled.
 - 100% of ESY total amount due will be invoiced in **July 2022**.
- a) In the event that **CISD** makes a payment to HCDE with a credit card, **CISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
 - b) **CISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
 - c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
 - d) The source of funding for this contract will be from **CISD** ____ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **CISD Liaison.** **CISD** shall appoint a qualified liaison to communicate on behalf of **CISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **CISD** liaison shall make best efforts to assist ABS West representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **CISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **CISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **CISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS West at the time of termination or expiration of this Contract will return to **CISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **CISD** within ten (10) business days following the date of termination or expiration, at the written request of **CISD**.

12. **Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **CISD** agrees not to

discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS West, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

13. **Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
14. **Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE
Attention: James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022-5618

CISD
Attention:
Dr. Curtis Null, Superintendent
3205 W. Davis
Conroe, TX 77304

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
16. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
17. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
18. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. CISD assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. CISD agrees that HCDE has no responsibility for any conduct of CISD or CISD's employees, agents, representatives, contractors, or subcontractors.
19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

- 20. Force Majeure.** Neither HCDE nor CISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
- 21. Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 22. Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
- 23. Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 24. Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and CISD.

Dr. Curtis Null, Superintendent


Curtis Null (Apr 22, 2021 10:10 CDT)

 District School Superintendent/Designee

 Date

 Harris County School Superintendent/Designee

 Date

For HCDE Office use only: Revenue Account No. 19900060200132 57250001 ABS West












HCDE-ABS Contract 4.16.21

Final Audit Report


2021-04-22


Created:	2021-04-19
By:	Terry Sauter (tsauter@conroeisd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAus3HoL72cKViimp_bErO7OX6tyNharyd


"HCDE-ABS Contract 4.16.21" History


-  Document created by Terry Sauter (tsauter@conroeisd.net)
2021-04-19 - 3:52:49 PM GMT- IP address: 198.62.219.8
-  Document emailed to Kendra Wiggins (kmwiggins@conroeisd.net) for signature
2021-04-19 - 3:53:55 PM GMT
-  Email viewed by Kendra Wiggins (kmwiggins@conroeisd.net)
2021-04-21 - 3:20:39 PM GMT- IP address: 198.62.219.9
-  Document e-signed by Kendra Wiggins (kmwiggins@conroeisd.net)
Signature Date: 2021-04-21 - 3:20:52 PM GMT - Time Source: server- IP address: 198.62.219.9
-  Document emailed to Christopher Hines (chines@conroeisd.net) for signature
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-  Document emailed to Terry Sauter (tsauter@conroeisd.net) for signature
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-  Document emailed to Rick Reeves (rreeves@conroeisd.net) for signature
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-  Email viewed by Rick Reeves (rreeves@conroeisd.net)
2021-04-21 - 3:59:54 PM GMT- IP address: 198.62.219.4

 Document e-signed by Rick Reeves (rreeves@conroeisd.net)
Signature Date: 2021-04-21 - 4:00:12 PM GMT - Time Source: server- IP address: 198.62.219.4

 Document emailed to Curtis Null (cnull@conroeisd.net) for signature
2021-04-21 - 4:00:14 PM GMT

 Email viewed by Curtis Null (cnull@conroeisd.net)
2021-04-22 - 3:10:29 PM GMT- IP address: 198.62.219.6

 Document e-signed by Curtis Null (cnull@conroeisd.net)
Signature Date: 2021-04-22 - 3:10:34 PM GMT - Time Source: server- IP address: 198.62.219.6

 Agreement completed.
2021-04-22 - 3:10:34 PM GMT

Regular Board Meeting

7.A.

Meeting Date: May 19, 2021
Title: Tax Levy
Submitted For: Bill Monroe, Purchasing

Submitted By: Kendra Jackson
HCDE Goal(s): 2. Deliver value responsibly
4. Provide cost savings by leveraging tax dollars

Recommended Action: Approve

Additional Resource Personnel: Dr. Jesus Amezcua, Kendra Jackson

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider approval of a resolution to increase the over 65 exemption for the tax year 2021 from \$160,000 to \$229,000 and providing notice to the Harris County Appraisal District and Harris County Tax Office.

Subject:

Over 65 Exemption \$229,000
Harris County Increase from \$160,000to \$229,000

Rationale:

The Harris County Department of Education levies a tax county wide based on the Harris County tax roll. In tax year 2020, Harris County increased the over 65 exemption from \$160,000 to \$229,000. In an effort to be consistent with the county and provide an adjustment to over 65 taxpayers, HCDE is recommending increasing the over 65 exemption from \$160,000 to \$229,000

The amount of Tax Year 2020 exceptions for Harris County is \$34,082,470,721, and the HCDE over 65 exceptions are 28,679,456,603. The difference is 5,403,014,118. At the current rate of .004993 per \$100, the revenue lost due to Over 65 exceptions would be an additional \$269,772

Fiscal Impact

Attachments

Tax Levy
Resolution

Form Review

Inbox
Purchasing
Assistant Superintendent - Business
Form Started By: Kendra Jackson
Final Approval Date: 05/03/2021

Reviewed By
Kendra Jackson
Jesus Amezcua

Date
05/03/2021 10:32 AM
05/03/2021 11:09 PM
Started On: 05/03/2021 10:26 AM



As of 4 19 2021

Harris County Department of Education

Analysis of Over 65 Exemptions for HCDE in comparison to Harris County

	Tax Year 2018	Tax Year 2019	Tax Year 2020
	FY 18-19	FY 19-20	FY 20-21
Difference in Exempt Amt from HCDE	\$ -	\$ -	\$ 69,000
Harris County over 65 Exempt Amount	160,000	160,000	\$ 229,000
Harris County DOE over 65 Exempt Amount	\$ 160,000	\$ 160,000	\$ 160,000
Value lost to Over 65 Exemption - HC	\$ 21,959,648,654	\$ 26,716,862,056	\$ 34,082,470,721
Value lost to Over 65 Exemption - HCDE	\$ 21,959,648,654	\$ 26,716,666,616	\$ 28,679,456,603
	\$ -		\$ 5,403,014,118
Number of Accounts - HC	183,260	214,479	223,101
Number of Accounts - HCDE	183,260	214,479	223,101
Projected Tax Revenue associated with Exemption Value list to over 65 exemption HCDE x current rate of .004993/\$100	\$ 1,096,445	\$ 1,333,963	\$ 1,431,965
Projected Tax Revenue associated with Exemp Value for new value x HC x current rate of .004993/\$100	\$ 1,096,445	\$ 1,333,973	\$ 1,701,738
Difference between HC and HCDE in values	\$ -	\$ 195,440	\$ 5,403,014,118
Impact in Dollars to HCDE if Increased to \$229,000	\$ -	\$ 9.76	\$ 269,772
City of Houston over 65 Exempt Amount	160,000	160,000	160,000
Harris County Hospital District	160,000	160,000	229,000
Harris County Port Authority	160,000	160,000	229,000

Note: Information from 044 HCDE Tax Year 2019 Exemption Recap Certified to Date Roll 11

Note: Information from 044 HCDE Tax Year 2018 Certified Roll

**ACTION OF THE BOARD OF TRUSTEES OF THE HARRIS COUNTY
DEPARTMENT OF EDUCATION SETTING AMOUNT OF APPRAISED VALUE OF
RESIDENCE HOMESTEAD OWNED BY INDIVIDUAL 65 YEARS OF AGE OR
OLDER OR DISABLED EXEMPT FROM TAXATION BY THE DEPARTMENT
PURSUANT TO TEXAS TAX CODE §11.13 FOR TAX YEAR 2021 AND FOLLOWING
YEARS UNTIL FURTHER ACTION OF THE BOARD**

Section 11.13 of the Texas Tax Code authorizes the governing body of a taxing unit to set the amount of the appraised value of the residence homestead owned by a person who is age 65 or older or disabled that is exempt from taxation by the taxing unit.

Now, therefore, the Board of Trustees of the Harris County Department of Education does hereby take the following action:

The Harris County Department of Education does hereby exempt from ad valorem taxation for tax year 2021 and following years until further action of the Board, the amount **of \$229,000** of the appraised value of a residence homestead owned by an individual who is 65 years of age or older or who is disabled, as provided by Tex. Tax Code §11.13.

APPROVED AND ADOPTED on May 19, 2021.

Signed by authorized officers of the Board of Trustees

President of the Board

Secretary of the Board

Regular Board Meeting

7.B.

Meeting Date: May 19, 2021

Title: Love Advertising for Adult Ed, Head Start

Submitted By: Karla Cantu

Recommended Action: Approve

HCDE Goal(s): 1. Impact education/respond to evolving needs

Additional Resource Personnel:

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider approval of advertising contract with Love Advertising under RFP # 19/047KC-03 in the amount of \$85,000 for Adult Education recruitment and workforce program development awareness (applicable grant period for federal funds will be utilized) and in the amount of \$100,000 for Head Start and Early Head Start for children and family recruitment and program awareness from the period of May 19, 2021 through December 31, 2021 (ARA federal funds will be utilized).

Subject:

RFP # 19/047KC-03
Head Start and Early Head Start
Adult Education

Rationale:

The Adult Ed Program (federal grant) allows for recruitment and workforce program development awareness. The funding for this program is the regular adult ed program awarded through HGAC. The grant period is July 1 to June 30th, and the applicable expenditures will be coded to the related grant period. The campaign will include creative support, branding, digital advertising, project management and media placement, etc. The target market is adults that seek workforce development and career development. The projected amount of the contract is \$85,000.

The Head Start and Early Head Start Program (federal grant) allows for children and families recruitment and program awareness. This program is new funding under the American Recovery Act approved by Congress. The grant period is Jan 1 to December 31st, and the applicable expenditures will be coded to the related grant period. The campaign will include creative support, branding, digital advertising, project management and media placement, etc. The target area are the families living on the eastern portion of the county with children ages 0 to 4. The projected amount of the contract is \$100,000.

Fiscal Impact

Attachments

Love

Form Review

Form Started By: Karla Cantu
Final Approval Date: 05/07/2021

Started On: 05/07/2021 12:17 PM



Client: Harris County Department of Education	Products: Adult Education Program & Head Start Program
Date: May 7, 2021	Proposal Version: 1

The purpose of this 2021 Scope of Work Proposal is to provide detailed documentation that clearly defines the work Love will perform and the deliverables Harris County Department of Education will receive through end of November 2021. If you have any questions or need clarification of any part of this document, please contact your Love Group Account Director, Brenda Carbajal (brenda.carbajal@loveadv.com), at your earliest convenience. By accepting this document, you acknowledge your understanding and agreement to this SOW. Any requirement that falls outside the specifications in this document will be considered “out of scope” and may require changes to the scope established for this SOW and/or a separate SOW/estimate.

SCOPE OF WORK

Love will support the following Harris County Department of Education programs:

1. Adult Education Program
2. Head Start Program

Scope details and deliverables for each of the above areas are outlined on the following pages.

WORK ACTIVITIES & DELIVERABLE DETAILS

ADULT EDUCATION PROGRAM – \$85,000 Budget

Deliverables

- Strategy and Planning
 - Development of a 5-month communication plan (July – November 2021) in collaboration with HCDE stakeholders – budget, timing, and execution details
 - Drafting of media input brief in collaboration with HCDE stakeholders – including budget, targeting, markets, KPIs, etc.
 - Overall strategic stewardship and counsel for campaign initiatives
 - Ongoing refinement of strategic direction and oversight of material development to ensure it adheres to the brand direction
- Media Plan Strategy Development (20-30 days)
 - Development of paid media advertising to reach target audience for Adult Education Program based upon media input brief developed during Strategy & Planning phase
 - Potential media channels for consideration
 - SEM, display, social, etc. – TBD
 - NOTE: Media channels subject to change and will be determined with client through media planning process
- Media Execution/Stewardship
 - Distribute and track creative to required media partners
 - Receive access to brand social pages and Google Analytics
 - Place tracking pixels on websites to track conversions
 - Ongoing management and stewardship of media plan and invoices/billing
- Media Reporting
 - Monthly reporting on to be determined campaign KPIs
 - Report may include website traffic, channel performance, bounce rates, conversion rate on leads/new visitors, A/B testing, impressions, optimizations, etc.
- Brand Management
 - Monthly team support and service of the HCDE Adult Education Program
 - Weekly status calls with Love Advertising brand team members
 - General account stewardship and resourcing pending moving projects
 - New project planning and reconciliation
 - Monthly billing and updating of invoice worksheet
- Project Management
 - Ongoing project management including timetable for approved/planned tactics
 - Project kickoff and direction
 - Internal reviews and edit management
 - Consolidation of external client edits
 - Management of internal resources and process
- Creative Development and Review
 - Creation of up to 2 concept ideas with up to 2 rounds of review
 - Finalization of 1 concept with messaging to support campaign tactics
 - Development of up to 2 digital/social media assets with up to 2 rounds of review (assumes static – video or animation to be scoped separately)
- Production and File Delivery
 - Collection of final production ready files
 - Coordination with external vendors as needed
 - Review of proofs as needed

HEAD START PROGRAM – \$100,000 Budget

Deliverables

- Strategy and Planning
 - Development of a (June/July – November 2021) in collaboration with HCDE stakeholders – budget, timing, and execution details
 - Timeline subject to change based upon HCDE stakeholders
 - Drafting of media input brief in collaboration with HCDE stakeholders – including budget, targeting, markets, KPIs, etc.
 - Overall strategic stewardship and counsel for campaign initiatives
 - Ongoing refinement of strategic direction and oversight of material development to ensure it adheres to the brand direction
- Media Plan Strategy Development (20-30 days)
 - Development of paid media advertising to reach target audience for Head Start Program based upon media input brief developed during Strategy & Planning phase
 - Potential media channels for consideration
 - SEM, display, social, etc. – TBD
 - NOTE: Media channels subject to change and will be determined with client through media planning process
- Media Execution/Stewardship
 - Distribute and track creative to required media partners
 - Receive access to brand social pages and Google Analytics
 - Place tracking pixels on websites to track conversions
 - Ongoing management and stewardship of media plan and invoices/billing
- Media Reporting
 - Monthly reporting on to be determined campaign KPIs
 - Report may include website traffic, channel performance, bounce rates, conversion rate on leads/new visitors, A/B testing, impressions, optimizations, etc.
- Brand Management
 - Monthly team support and service of the HCDE Head Start Program
 - Weekly status calls with Love Advertising brand team members
 - General account stewardship and resourcing pending moving projects
 - New project planning and reconciliation
 - Monthly billing and updating of invoice worksheet
- Project Management
 - Ongoing project management including timetable for approved/planned tactics
 - Project kickoff and direction
 - Internal reviews and edit management
 - Consolidation of external client edits
 - Management of internal resources and process
- Creative Development and Review
 - Creation of up to 2 concept ideas with up to 2 rounds of review
 - Finalization of 1 concept with messaging to support campaign tactics
 - Development of up to 2 digital/social media assets with up to 2 rounds of review (assumes static – video or animation to be scoped separately)
 - NOTE: Creative includes 2 rounds of revisions, additional rounds of revisions will be estimated separately.
- Production and File Delivery
 - Collection of final production ready files
 - Coordination with external vendors as needed
 - Review of proofs as needed

SCOPE OF WORK ACCEPTANCE

ENGAGEMENT FOR ALL PROJECTS

Given the details and assumptions included in this Scope of Work, the expenses for the projects outlined in this Proposal are shown below.

Projects	Cost
Adult Education Program	\$85,000
Total Agency	\$85,000

NOTE: All creative reviews include up to 2 rounds of review. Production costs (printing, postage, stock imagery, etc.) pending final plan approval will be estimated separately. Media buy and placement costs pending final plan approval will be estimated separately.

Love will invoice Harris County Department of Education 100% of Total Agency Budget for the Adult Education Program upon approval of this proposal.

To proceed with the project as described in this Scope of Work, complete the form, and send this entire document to Brenda Carbajal (brenda.carbajal@loveadv.com)

SIGNATURE & TITLE

SIGNATURE & TITLE Love Advertising

PRINT NAME

PRINT NAME Love Advertising

DATE

DATE Love Advertising

SCOPE OF WORK ACCEPTANCE

ENGAGEMENT FOR ALL PROJECTS

Given the details and assumptions included in this Scope of Work, the expenses for the projects outlined in this Proposal are shown below.

Projects	Cost
Head Start Program	\$100,000
Total Agency	\$100,000

NOTE: All creative reviews include up to 2 rounds of review. Production costs (printing, postage, stock imagery, etc.) pending final plan approval will be estimated separately. Media buy and placement costs pending final plan approval will be estimated separately.

Love will invoice Harris County Department of Education 100% of Total Agency Budget for the Head Start Program upon approval of this proposal.

To proceed with the project as described in this Scope of Work, complete the form, and send this entire document to Brenda Carbajal (brenda.carbajal@loveadv.com)

SIGNATURE & TITLE

SIGNATURE & TITLE Love Advertising

PRINT NAME

PRINT NAME Love Advertising

DATE

DATE Love Advertising

Regular Board Meeting

7.C.

Meeting Date:	May 19, 2021		
Title:	HCDE Head Start/Early Head Start Selection Criteria 2021-2022		
Submitted For:	Venetia Peacock, Head Start	Submitted By:	Venetia Peacock
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs 2. Deliver value responsibly
Additional Resource Personnel:	Johnathan Parker, Venetia L Peacock, Gulshan Rahman, Gino Kamaya	Facilities/Technology Approval Needed?:	None

Information

Posted Agenda Item:

Consider approval of the Harris County Department of Education Head Start/Early Head Start Student Selection Criteria for the 2021-2022 school year.

Subject:

HCDE Head Start/Early Head Start Selection Criteria 2021-2022

Rationale:

Head Start Performance Standard 45 CFR Part 1302.14 requires that each program have a formal process for establishing a selection criteria for selecting applicants that are eligible for Head Start services. HCDE Head Start develops criteria based on an analysis of information from the Community Assessment. Points are given to the families that are categorically eligible; children and families that have social services needs and/or concerns; and children with identified and suspected disabilities. HCDE Head Start conducts a Community Assessment every three years which is updated annually. Members of the Head Start Leadership team review the Community Assessment and other relevant data each year to set the selection criteria and to establish/maintain a point system.

Fiscal Impact

Attachments

21-22 HS Selection Criteria

Form Review

Inbox

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Sharon McBride
Final Approval Date: 05/03/2021

Reviewed By

Kendra Jackson
Kendra Jackson
Jesus Amezcua

Date

04/27/2021 02:01 PM
04/27/2021 02:02 PM
05/03/2021 11:08 PM
Started On: 04/26/2021 12:45 PM



2021-2022 Selection Criteria for Eligible Applicants

Categories	Criteria	Points
Foster Care	---	1000
Homeless	---	1000
Public Assistance	---	950
Income	0 – 25%	50
	26 – 50%	40
	51 – 75%	25
	76 – 100%	10
Disability Status	IEP/IFSP	450
	Physician diagnosis but no IEP/IFSP	100
	None	0
Parental Status	Non-parental (guardian/grandparent/relative)	30
	One parent	15
	Two parents	5
	Already received points for foster care, homeless or public assistance	0
Parent/guardian education	In school full/part time	CCP=40 HS/EHS=20
	Less than high school diploma	40
	High school diploma/GED	30
	Associate degree	10
	Bachelor’s degree or above	0
Parent/guardian employment	Employed full or part time	CCP=40 HS/EHS=20
	No employment or reduced employment due to COVID-19	HS/EHS=40
	Reduced employment due to COVID-19	CCP=20
	Unemployed	HS/EHS=30 CCP=10
Family receives childcare subsidy – CCP only	Currently receives childcare subsidy	100
	On waitlist for childcare subsidy	50
	Already completed subsidy application but not yet on waitlist	25
	Does not receive childcare subsidy	0
Other	Applicant is transitioning from another EHS/CCP program or completed HCDE EHS	75
	Applicant is transferring from another EHS/CCP program	CCP=75
	Sibling of applying child is enrolled and not transitioning to kindergarten	50
	Current CPS involvement (applicant not in foster care)	50
	Parent of applying child is currently under 20 years old	40
	Applicant was on waitlist the previous year, but no slot was available	30
	Parent/guardian is active military and currently deployed	30

Abbreviations	
CCP	Childcare Partnerships
EHS	Early Head Start
HS	Head Start
IEP	Individualized Education Plan
IFSP	Individualized Family Services Plan

Regular Board Meeting

7.D.

Meeting Date: May 19, 2021

Title: Blackmon Mooring / Disaster Mitigation and Contents

Submitted For: Richard Vela, Facilities

Submitted By: Julie Carson

Recommended Action: Approve

HCDE Goal(s): 2. Deliver value responsibly

Additional Resource Personnel: Rich Vela, John Prestigiacomio, Dr. Jesus Amezcua, Kendra Jackson, and Yaritza Roman

Facilities/Technology Approval Needed?: Facilities

Information

Posted Agenda Item:

Consider ratification of Services Agreement with Blackmon Mooring (Job No. 19/042MJ-01) for Disaster Mitigation and Contents due to the February 2021, Winter Storm URI for Sheffield Head Start in the total amount of \$249,155.73 (funds will be used from KQC lease vendor insurance proceeds for the mitigation and from McGriff & Seibel from insurance proceeds for the cleaning, testing, removal and storage of the contents).

Subject:

Disaster Mitigation and Contents Removal /Sheffield Head Start due to Winter Storm URI

Rationale:

Approval of this project is needed for the re-opening of the Sheffield Head Start center.

Fiscal Impact

Included in FY budget Y/N:: N

Included in current budget amendment:: Y

Attachments

Blackmon Services Agreement

Blackmon Contents Invoice

Blackmon Structure Invoice

Form Review

Inbox

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Julie Carson
Final Approval Date: 05/07/2021

Reviewed By

Yaritza Roman
Kendra Jackson
Jesus Amezcua

Date

05/03/2021 03:26 PM
05/03/2021 05:49 PM
05/07/2021 09:42 PM
Started On: 04/26/2021 01:08 PM

SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas 77022, and Blackmon Mooring of Texas, LLC (“Contractor”), located in 10511 Kipp Way #400, Houston, TX 77099, for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

Recitals

HCDE is a political subdivision of the State of Texas, established to promote education in Harris County, Texas. Both HCDE and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Purpose.** HCDE agrees to retain Contractor and Contractor agrees to provide services to HCDE as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. **Term.** This Agreement is for services beginning May 20, 2021 and ending August 31, 2021 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

3. **Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.

4. **Independent Contractor Status.** It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of HCDE. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by HCDE hereunder and Contractor shall indemnify and hold HCDE harmless in this regard.

5. **Review of Progress.** Contractor will work to meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor.

6. **Changes & Amendments.** During the Term of the Agreement (see Paragraph 2), HCDE and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. **Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of HCDE.

8. **Compensation.** HCDE will pay Contractor an amount not to exceed \$ 249,155.73 plus expenses of \$ 0 per day for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. **Intellectual Property.** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. **Ownership of Work Product.** All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of HCDE, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to HCDE upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by HCDE for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. **Professional Services.** This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. **Conflict of Interest.** During the Term of Contractor's service to HCDE, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by HCDE.

13. **Criminal History Certification.** Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY’S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, “CLAIM”) TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. **Non-appropriation of funds.** The Term of this Agreement is a commitment of HCDE current revenue only. Notwithstanding anything to the contrary in this Agreement, HCDE is obligated to make payments only as approved each year by HCDE’s Board of Trustees. HCDE’s Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. To the extent that HCDE will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the services provided in this Agreement, HCDE may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by Facilities [funding source(s)]. Payment for services rendered shall be allocated as follows: 100 % funded by Facilities [funding source]; and 0 % funded by NA [additional funding source, if applicable].

16. **Non-Exclusivity.** Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide HCDE Services. During the Term of this Agreement, HCDE reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. **Performance.** Contractor agrees that Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from HCDE. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify HCDE’s Director of Maintenance in writing.

18. **Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. HCDE will be responsible for payment for Services that have been accepted by HCDE up to the termination date.

HCDE may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, HCDE may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse HCDE for such costs incurred by HCDE.

19. **Inspection and Acceptance of Service.** HCDE reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, HCDE may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to HCDE; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCDE in this Agreement or otherwise available by law.

20. **Subcontractors.** If HCDE gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. **Insurance.** Unless an appropriate HCDE representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of HCDE's insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work. Contractor shall maintain insurance coverage in the amounts specified by HCDE. Certificates of Insurance on the current ACORD form shall be issued to HCDE showing all required insurance coverage.

22. **Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

25. **No Waiver of HCDE's Immunity.** The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

26. **Entire Agreement.** The Agreement, the procurement solicitation issued by HCDE, RFP # 19/042MJ-01, Contractor's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supercede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Contractor's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Contractor's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

28. **Debarment and Suspension.** Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by HCDE under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to HCDE if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE knows the certification is erroneous.

29. **Invoices.** Contractor is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to accountspayable@hcde-texas.org.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number

6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to HCDE a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HCDE before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during HCDE's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date HCDE receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date HCDE receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Contractor receives the payment from HCDE. The exceptions to payments made by HCDE and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by HCDE, in HCDE's sole discretion.

In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Contractor by HCDE, whether due under this Agreement or any other agreement between HCDE (including any division of HCDE) and Contractor, any sums for which HCDE is entitled to under this Agreement, as determined by HCDE in its sole discretion, including, without limitation, sums due by Contractor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/Choice Partners Administrative Fee(s), as applicable.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

31. **Confidential Data of HCDE.** In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Agreement or after such Term.

Contractor acknowledges that HCDE would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate HCDE for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

32. **Warranties.** All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by HCDE. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

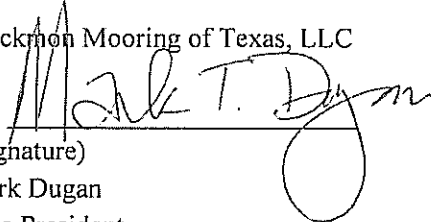
Insurance Requirements Waiver – IF the Insurance Requirements are not applicable to the Services or if HCDE otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate HCDE representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.



In witness whereof, HCDE and Contractor have executed this Agreement to be effective on the date specified in Term above:

Blackmon Mooring of Texas, LLC

By: 
(Signature)

Mark Dugan
Vice President

Harris County Department of Education

By: _____
(Signature)

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent –Business Services
6300 Irvington Blvd
Houston, TX 77022-5618
713-696-1371
713-696-0740

EXHIBIT A
SCOPE OF WORK

Contractor	HCDE
<ul style="list-style-type: none"> • Services/Obligations/Deadlines • Mobilization for Structure (Equipment, demo, and labor) • Mobilization for Contents (Equipment, demo, and labor) 	<ul style="list-style-type: none"> • Obligations • Access to the building



Bill to: Harris County Dept of Education
 14300 Wallisville Rd
 Houston, TX 77049

Invoice: 25984600
 Date: 04.16.2021

Attn:

Terms: **Due upon Receipt**

Worksite: Same as Above

Job #: 25984600
 Fed ID #: 75-2610714

Billing Period: 2/26-3/21/2021

INVOICE - WINTER STORM - FEB 2021

Labor	\$	40,237.88
Materials	\$	6,105.10
Equipment	\$	3,817.14
Storage	\$	2,500.00
1/2 March - 40 vaults	\$	20,000.00
April - July - 40 vaults	\$	20,000.00
Reimburseables - Other	\$	14,194.75
Pre-Tax Amount:	\$	86,854.87
Catastrophe Surcharge	\$	5,211.29
Subtotal Amount	\$	92,066.16
Sales Tax - 8.25%		exempt
Invoice Amount	\$	92,066.16

Respectfully Submitted,
 BMS CAT
Shawn Primeaux
 Project Coordinator
 832.330.6813

Please remit payment to:
 Blackmon Mooring
 Attn: Accounts Receivable
 10511 Kipp Way #400
 Houston, TX 77099

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period ending February 28, 2021

Employee Name:			Billing Rate	Feb							Total Hours	Week's Billing
Last	First	Labor Classification		22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun		
Primeaux	Shawn	Project Coordinator	\$135.00								0.00	\$0.00
			67.50								0.00	0.00
Garcia	Jesse	Project Manager	90.00					9			9.00	810.00
			45.00								0.00	0.00
Ramirez	Julian	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Wooton	Jeff	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Ramirez	Eduardo	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Mendoza	Alfonso	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Rojo	Leo	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Hernandez	Jose	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Carreon	Gabrielle	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Estrada	Joe	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Ruiz	Cose	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Ruiz	Robert	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Castillo	Ricardo	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Castillo	Jesus	Construction	42.00					9			9.00	378.00
		Labor	21.00								0.00	0.00
Total Labor												<u><u>\$5,346.00</u></u>

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 14, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			8 Mon	9 Tue	10 Wed	11 Thu	12 Fri	13 Sat	14 Sun		
Primeaux	Shawn	Project Coordinator	\$135.00					1	1	2.00	\$270.00	
			67.50							0.00	0.00	
Garcia	Jesse	Project Manager	90.00							0.00	0.00	
			45.00							0.00	0.00	
Edison	Lora	Project Accountant	65.00							0.00	0.00	
			32.50							0.00	0.00	
Cruz	Jael	General Restoration Supervisor/Technician	65.00							0.00	0.00	
			32.50							0.00	0.00	
Littleton	Shakeria	General Restoration Supervisor/Technician	65.00					10.5	10.5	21.00	1,365.00	
			32.50							0.00	0.00	
Morales	Frank	General Restoration Supervisor/Technician	65.00							0.00	0.00	
			32.50							0.00	0.00	
Pinales	Juan	General Restoration Supervisor/Technician	65.00							0.00	0.00	
			32.50							0.00	0.00	
Rivero	Francisco	General Restoration Supervisor/Technician	65.00							0.00	0.00	
			32.50							0.00	0.00	
Abbide	JeJe	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Andrede	Mirta	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Ayala	Salvador	General Cleaning Laborer - Direct Hire	30.50					10.5		10.50	320.25	
			15.25							0.00	0.00	
Dabney	Tiria	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Ellis	Johnny	General Cleaning Laborer - Direct Hire	30.50						10.5	10.50	320.25	
			15.25							0.00	0.00	
Forny	Corey	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Galan	Carolina	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Galicia	Blanca	General Cleaning Laborer - Direct Hire	30.50						9.5	9.50	289.75	
			15.25							0.00	0.00	
Gonzalez	Davina	General Cleaning Laborer - Direct Hire	30.50						9.5	9.50	289.75	
			15.25							0.00	0.00	
Hernandez	Nelly	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Johnson	Anthony	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Johnson	Cameron	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Johnson	Harry	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	
Leon	Zoila	General Cleaning Laborer - Direct Hire	30.50							0.00	0.00	
			15.25							0.00	0.00	

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 14, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			8 Mon	9 Tue	10 Wed	11 Thu	12 Fri	13 Sat	14 Sun		
Martinez	Maria	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Maxey	Ivery	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Monterrubio	Indalecio	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Morales	Frank	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Padron	Hermalinda	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Perez	Kerty	General Cleaning	30.50							9.5	9.50	289.75
		Laborer - Direct Hire	15.25								0.00	0.00
Pickens	Christian	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Pinales	Gabriel	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Rivas	Oneyda	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Rivero	Francisco	General Cleaning	30.50							10.5	10.50	320.25
		Laborer - Direct Hire	15.25								0.00	0.00
Sandoval	Blanca	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Aguirre	Stanley	General Cleaning	30.50						10.5		10.50	320.25
		Laborer - Labor Svs	15.25								0.00	0.00
Bolanos	Emilio	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Cajtunaj	Lorenzo	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Carvajal	Maria	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Chavarria	Miriam	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Corrales	Isolina	General Cleaning	30.50							9.5	9.50	289.75
		Laborer - Labor Svs	15.25								0.00	0.00
Garcia	Bertha	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Garcia	Miriam	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Garcia	Roberto	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Gomez	Jose	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Gomez	Simon	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Gonzalez	Edenina	General Cleaning	30.50								0.00	0.00

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 14, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			8 Mon	9 Tue	10 Wed	11 Thu	12 Fri	13 Sat	14 Sun		
		Laborer - Labor Svs	15.25								0.00	0.00
Hernandez	Hector	General Cleaning	30.50							10.5	10.50	320.25
		Laborer - Labor Svs	15.25								0.00	0.00
Lopez	Carolyn	General Cleaning	30.50							9.5	9.50	289.75
		Laborer - Labor Svs	15.25								0.00	0.00
Lucio	Eduardo	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Matozo	Vicky	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Mendez	Sandra	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Moran	Karina	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Navarro	Nelson	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Nunez	Tania	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ocampo	Syapa	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Palma	Angela	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Paul	Artemas	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ramos	Valeska	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Reyes	Gloria	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Rodrigo	Efrain	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Suarez	Marco	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ve	Wendy	General Cleaning	30.50							9.5	9.50	289.75
		Laborer - Labor Svs	15.25								0.00	0.00
Total Labor												<u>\$4,974.75</u>

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 21, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			15 Mon	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun		
Primeaux	Shawn	Project Coordinator	\$135.00		1		1				2.00	\$270.00
			67.50								0.00	0.00
Garcia	Jesse	Project Manager	90.00								0.00	0.00
			45.00								0.00	0.00
Edison	Lora	Project Accountant	65.00							2	2.00	130.00
			32.50								0.00	0.00
Cruz	Jael	General Restoration Supervisor/Technician	65.00		10.25	10.25	10				30.50	1,982.50
			32.50								0.00	0.00
Littleton	Shakeria	General Restoration Supervisor/Technician	65.00	11.5	12.5	12.5	14.5	4.5			55.50	3,607.50
			32.50				11	4.5			15.50	503.75
Morales	Frank	General Restoration Supervisor/Technician	65.00								0.00	0.00
			32.50								0.00	0.00
Pinales	Juan	General Restoration Supervisor/Technician	65.00								0.00	0.00
			32.50								0.00	0.00
Rivero	Francisco	General Restoration Supervisor/Technician	65.00		12	12.5					24.50	1,592.50
			32.50								0.00	0.00
Abbide	JeJe	General Cleaning Laborer - Direct Hire	30.50							3.5	3.50	106.75
			15.25								0.00	0.00
Andrede	Mirta	General Cleaning Laborer - Direct Hire	30.50						14		14.00	427.00
			15.25								0.00	0.00
Ayala	Salvador	General Cleaning Laborer - Direct Hire	30.50								0.00	0.00
			15.25								0.00	0.00
Dabney	Tiria	General Cleaning Laborer - Direct Hire	30.50	10							10.00	305.00
			15.25								0.00	0.00
Ellis	Johnny	General Cleaning Laborer - Direct Hire	30.50								0.00	0.00
			15.25								0.00	0.00
Forny	Corey	General Cleaning Laborer - Direct Hire	30.50						10.5		10.50	320.25
			15.25								0.00	0.00
Galan	Carolina	General Cleaning Laborer - Direct Hire	30.50	3							3.00	91.50
			15.25								0.00	0.00
Galicia	Blanca	General Cleaning Laborer - Direct Hire	30.50								0.00	0.00
			15.25								0.00	0.00
Gonzalez	Davina	General Cleaning Laborer - Direct Hire	30.50								0.00	0.00
			15.25								0.00	0.00
Hernandez	Nelly	General Cleaning Laborer - Direct Hire	30.50	3.5						3.5	7.00	213.50
			15.25								0.00	0.00
Johnson	Anthony	General Cleaning Laborer - Direct Hire	30.50						5.5		5.50	167.75
			15.25								0.00	0.00
Johnson	Cameron	General Cleaning Laborer - Direct Hire	30.50	3.5					6.5		10.00	305.00
			15.25								0.00	0.00
Johnson	Harry	General Cleaning Laborer - Direct Hire	30.50	3.5	12	12.5	14.5				42.50	1,296.25
			15.25				2.5				2.50	38.13
Leon	Zoila	General Cleaning Laborer - Direct Hire	30.50		10.25	10.25					20.50	625.25
			15.25								0.00	0.00

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 21, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			15 Mon	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun		
Martinez	Maria	General Cleaning	30.50		10.25	10.25					20.50	625.25
		Laborer - Direct Hire	15.25								0.00	0.00
Maxey	Ivery	General Cleaning	30.50		6.5						6.50	198.25
		Laborer - Direct Hire	15.25								0.00	0.00
Monterrubio	Indalecio	General Cleaning	30.50	3.5							3.50	106.75
		Laborer - Direct Hire	15.25								0.00	0.00
Morales	Frank	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Padron	Hermalinda	General Cleaning	30.50		10.25	10.25					20.50	625.25
		Laborer - Direct Hire	15.25								0.00	0.00
Perez	Kerty	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Pickens	Christian	General Cleaning	30.50	3.5	6.5						10.00	305.00
		Laborer - Direct Hire	15.25								0.00	0.00
Pinales	Gabriel	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Rivas	Oneyda	General Cleaning	30.50				14				14.00	427.00
		Laborer - Direct Hire	15.25								0.00	0.00
Rivero	Francisco	General Cleaning	30.50				14.5				14.50	442.25
		Laborer - Direct Hire	15.25								0.00	0.00
Sandoval	Blanca	General Cleaning	30.50		10.25						10.25	312.63
		Laborer - Direct Hire	15.25								0.00	0.00
Aguirre	Stanley	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Bolanos	Emilio	General Cleaning	30.50					4			4.00	122.00
		Laborer - Labor Svs	15.25								0.00	0.00
Cajtunaj	Lorenzo	General Cleaning	30.50					4			4.00	122.00
		Laborer - Labor Svs	15.25								0.00	0.00
Carvajal	Maria	General Cleaning	30.50		10.5	11.5					22.00	671.00
		Laborer - Labor Svs	15.25								0.00	0.00
Chavarria	Miriam	General Cleaning	30.50				9.5				9.50	289.75
		Laborer - Labor Svs	15.25								0.00	0.00
Corrales	Isolina	General Cleaning	30.50	10	10	11					31.00	945.50
		Laborer - Labor Svs	15.25								0.00	0.00
Garcia	Bertha	General Cleaning	30.50		10.5	11.5					22.00	671.00
		Laborer - Labor Svs	15.25								0.00	0.00
Garcia	Miriam	General Cleaning	30.50				9.5				9.50	289.75
		Laborer - Labor Svs	15.25								0.00	0.00
Garcia	Roberto	General Cleaning	30.50		12	12					24.00	732.00
		Laborer - Labor Svs	15.25								0.00	0.00
Gomez	Jose	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Gomez	Simon	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Gonzalez	Edenina	General Cleaning	30.50		10.5	11.5					22.00	671.00

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 21, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			15 Mon	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun		
		Laborer - Labor Svs	15.25								0.00	0.00
Hernandez	Hector	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Lopez	Carolyn	General Cleaning	30.50	10	10	11					31.00	945.50
		Laborer - Labor Svs	15.25								0.00	0.00
Lucio	Eduardo	General Cleaning	30.50					4			4.00	122.00
		Laborer - Labor Svs	15.25								0.00	0.00
Matozo	Vicky	General Cleaning	30.50			12.5					12.50	381.25
		Laborer - Labor Svs	15.25		10.5						10.50	160.13
Mendez	Sandra	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Moran	Karina	General Cleaning	30.50		10.5	12.5	9.5				32.50	991.25
		Laborer - Labor Svs	15.25								0.00	0.00
Navarro	Nelson	General Cleaning	30.50				6.5				6.50	198.25
		Laborer - Labor Svs	15.25								0.00	0.00
Nunez	Tania	General Cleaning	30.50		10.5		9.5				20.00	610.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ocampo	Syapa	General Cleaning	30.50		10						10.00	305.00
		Laborer - Labor Svs	15.25								0.00	0.00
Palma	Angela	General Cleaning	30.50				9.5				9.50	289.75
		Laborer - Labor Svs	15.25								0.00	0.00
Paul	Artemas	General Cleaning	30.50				6.5				6.50	198.25
		Laborer - Labor Svs	15.25								0.00	0.00
Ramos	Valeska	General Cleaning	30.50		10.25	10.25					20.50	625.25
		Laborer - Labor Svs	15.25								0.00	0.00
Reyes	Gloria	General Cleaning	30.50				9.5				9.50	289.75
		Laborer - Labor Svs	15.25								0.00	0.00
Rodrigo	Efrain	General Cleaning	30.50				13.5	4			17.50	533.75
		Laborer - Labor Svs	15.25								0.00	0.00
Suarez	Marco	General Cleaning	30.50		12	12	13.5				37.50	1,143.75
		Laborer - Labor Svs	15.25								0.00	0.00
Ve	Wendy	General Cleaning	30.50	10.5							10.50	320.25
		Laborer - Labor Svs	15.25								0.00	0.00
Total Labor												<u>\$26,653.13</u>

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Summary of Materials Used
For the Period Ending March 21, 2021

<u>Material Description</u>	<u>Rate</u>	<u>Unit of Measure</u>	<u>Total Usage</u>	<u>Billing</u>
Biocides/Disinfectants	49.00	gallon	3	122.50
Box - Book	2.75	each	595	1,636.25
Box - Dish	5.25	each	233	1,223.25
Cotton Cleaning Cloths	7.95	lb	90	715.50
Gloves - Latex	2.15	pair	154	331.10
Mask - N95	3.50	each	82	287.00
Safety Glasses	6.00	each	64	384.00
Shrink Wrap	59.00	roll	21	1,239.00
Tape - Boxing	4.50	roll	37	166.50
				<hr/>
Total Materials Billing				<u><u>\$6,105.10</u></u>

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Equipment Usage Summary
For the Period Ending March 14, 2021

Equipment Description	Rate	Mar							Total Usage	Week's Billing
		8 Mon	9 Tue	10 Wed	11 Thu	12 Fri	13 Sat	14 Sun		
Truck - Box (inclusive of mileage)	200.00					1	1		2.0	400.00
Vacuum - HEPA	85.00								0.0	0.00
Van - Cargo / Passenger	100.00							1	1.0	100.00
3% Small Tools Charge										149.24
Total Equipment										\$649.24

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

Equipment Usage Summary
For the Period Ending March 21, 2021

Equipment Description	Rate	Mar							Total Usage	Week's Billing
		15 Mon	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun		
Truck - Box (inclusive of mileage)	200.00	1	1	1	1	1			5.0	1,000.00
Vacuum - HEPA	85.00		2	2	2				6.0	510.00
Van - Cargo / Passenger	100.00	1	2	1	2				6.0	600.00
3% Small Tools Charge										799.59
Total Equipment										\$2,909.59

BMS CAT

Job: 25984600 - Harris Co Dept of Education
Houston, TX

REIMBURSABLES - Subcontract Services, Freight / Transportation and Other Charges

For the Period Ending March 21, 2021

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
ERS	PO: 495931 - inv:0168 - electronics	\$11,731.20
		<hr/>
Subtotal		<u>\$11,731.20</u>
Mark-up		<u>\$2,463.55</u>
Total Vendor Charges		<u><u>\$14,194.75</u></u>



Time and Materials Daily Log

Job Name HCDE _____ Packout _____ Date 2.26.2021
 Job Number 25984600 _____
 On Location Clean 30 min Break 1 _____
 Water _____ Break 2 _____

Class	Last	First	Time on Job		Equipment Used		Materials Used	
			Time in	Time Out	Item	Unit	Item	Unit
CL	Ramirez	Julian	8am					
			530pm		Air Compressor	ea	Biocide	Gal
			Total	9 hrs	Air Mover	ea	Bookbox	Each
pm	Garcia	Jesse	8am		Air Scrubber HEPA	ea	Bubble Wrap	LF
			530pm		Fogger	ea	Cleaning Cloths	lb
			Total	9 hrs	Generator<10kw	ea	Coil Cleaner	Gal
CL	Wooton	Jeff	8am		Lights Demolition	ea	Dishpack	Each
			530pm		Moisture Meter	ea	Exxpert 828	Gal
			Total	9 hrs	Neg-Air Machine	ea	Furn Blanket	Each
CL	Ramirez	Eduardo	8am		Ozone Generator	ea	Glass Cleaner	Gal
			530pm		Dehum. Ref. Sm	ea	Gloves/Latex	Each
			Total	9 hrs	Dehum. Ref. Lrg	ea	Gloves/Leather	Each
CL	Mendoza	Alfonso	8am		Sprayer Airless	ea	Lin-Aire Block	Each
			530pm		Thermohyrometer	ea	Lin-Aire Spray	Gal
			Total	9 hrs	TMU Extraction	ea	Mattress Box	Each
CL	Rojo	Leo	8am		Moving Van 14-15'	ea	Mirror/Pic Box	Each
			530pm		Moving Van 17-20'	ea	Mop Heads	Each
			Total	9 hrs	Moving Van 24-27'	ea	Poly 2-4mil	Roll
CL	Hernandez	Jose	8am		Truck - Box	ea	Poly 6mil	Roll
			530pm		Vacuum Barrel	ea	Respirator -Full	Each
			Total	9 hrs	Vacuum Hepa	ea	Rest. Sponge	Each
CL	Carreon	Gabrielle	8am		Vacuum Upright	ea	Safety Glasses	Each
			530pm		Van/Passenger	ea	Shrink Wrap	Roll
			Total	9 hrs	Washer-High Press.	ea	Spray Adhesive	Roll
Cl	Estrada	Joe	8am		Portable Extractor	ea	Tape-Box (blue)	Roll
			530pm		Portable Carpet Cln	ea	Tape-Duct	Roll
			Total	9 hrs	Other Equipment		Tape-Masking	Gal
CL	Ruiz	Cose	8am		HVAC air tool kit		Thermo Fog	Roll
			530pm		HVAC sweeper		Trash Bags	Each
			Total	9 hrs			Wardrobe Box	Each
							Tyvek	
							N-95	
							Other Materials	
							dish pans	
							trash cans	
							extension cords	

Work Description _____ Demo



Time and Materials Daily Log

Job Name HCDE _____ Packout On Location Clean Water Break 2
 Job Number 25984600 Date 2.26.2021 30 min Break 1

Class	Last	First	Time on Job		Equipment Used		Materials Used		
			Time in	Time Out	Item	Unit	Quantity	Item	Unit
CL	Ruiz	Robert	8am		Air Compressor	ea		Biocide	Gal
			530pm		Air Mover	ea		Bookbox	Each
			9 hrs		Air Scrubber HEPA	ea		Bubble Wrap	LF
CL	Castillo	Ricardo	8am		Fogger	ea		Cleaning Cloths	lb
			530pm		Generator<10kw	ea		Coil Cleaner	Gal
			9 hrs		Lights Demolition	ea		Dishpack	Each
CL	Castillo	Jesus	Time in		Moisture Meter	ea		Exxpert 828	Gal
			Time Out		Neg-Air Machine	ea		Furn Blanket	Each
			Total		Ozone Generator	ea		Glass Cleaner	Gal
			8am		Dehum. Ref. Sm	ea		Gloves/Latex	Each
			530pm		Dehum. Ref. Lrg	ea		Gloves/Leather	Each
			9 hrs		Sprayer, Airless	ea		Lin-Aire Block	Each
			Time in		Thermohygrometer	ea		Lin-Aire Spray	Gal
			Time Out		TMU Extraction	ea		Mattress Box	Each
			Total		Moving Van 14-15'	ea		Mirror/Pic Box	Each
			Time in		Moving Van 17-20'	ea		Mop Heads	Each
			Time Out		Moving Van 24-27'	ea		Poly 2-4mil	Roll
			Total		Truck - Box	ea		Poly 6mil	Roll
Time in		Vacuum Barrel	ea		Respirator -Full	Each			
Time Out		Vacuum Hepa	ea		Rest. Sponge	Each			
Total		Vacuum Upright	ea		Safety Glasses	Each			
Time in		Vani/Passenger	ea		Shrink Wrap	Roll			
Time Out		Washer-High Press.	ea		Spray Adhesive	Roll			
Total		Portable Extractor	ea		Tape-Box (blue)	Roll			
Time in		Portable Carpet Clin	ea		Tape-Duct	Roll			
Time Out		Other Equipment			Tape-Masking	Gal			
Total		HVAC air tool kit			Thermo Fog	Roll			
Time in		HVAC sweeper			Trash Bags	Each			
Time Out					Wardrobe Box				
Total					Tyvek				
					N-95				
					Other Materials				
					dish pans				
					trash cans				
					extension cords				

Work Description _____ Demo _____



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25984600 Date 3.12.2021 Lunch none Break 1

Class	Last	First	Time on Job		Equipment Used		Materials Used			
			Time in	Time Out	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn	Time in		Air Compressor	ea		Antimicrobial	Gal	
			Total	1 hr	Air Mover	ea		Bookbox	Each	
			Time in		Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time Out		Fogger	ea		Cleaning Cloths	lb	
			Total		Generator<10kw	ea		Coil Cleaner	Gal	
			Time in		Lights Demolition	ea		Dishpack	Each	
			Time Out		Moisture Meter	ea		Expert 828	Gal	
			Total		Neg-Air Machine	ea		Furn Blanket	Each	
			Time in		Ozone Generator	ea		Glass Cleaner	Gal	
			Time Out		Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			Total		Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			Time in		Sprayer Airless	ea		Lin-Aire Block	Each	
			Time Out		Thermohygrometer	ea		Lin-Aire Spray	Gal	
			Total		TMU Extraction	ea		Mattress Box	Each	
			Time in		Moving Van 14-15'	ea		Mirror/Pic Box	Each	
			Time Out		Moving Van 17-20'	ea		Mop Heads	Each	
			Total		Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			Time in		Truck - Box	ea		Poly 6mil	Roll	
			Time Out		Vacuum Barrel	ea		Respirator	Each	
			Total		Vacuum Hepa	ea		Rest. Sponge	Each	
			Time in		Vacuum Upright	ea		Safety Glasses	Each	
			Time Out		Van/Passenger	ea		Shrink Wrap	Roll	
			Total		Washer-High Press.	ea		Spray Adhesive	Each	
			Time in		Portable Extractor	ea		Tape-Box	Roll	
			Time Out		Portable Carpet Cln	ea		Tape-Duct	Roll	
			Total		Other Equipment			Tape-Masking	Roll	
			Time in		HVAC air tool kit			Thermo Fog	Gal	
			Time Out		HVAC cut spray kit			Trash Bags	Roll	
			Total		HVAC Auger			Wardrobe Box	Each	
					HVAC Sweeper			Tyvek	Each	
								N-95	Each	
								Other Materials		

Work Description _____ Project Coordinatin & Execution

Time and Materials Daily Log



Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25984600 Date 3.13.2021 Lunch none Break 1

Class	Last	First	Time on Job		
			Time in	Time Out	Total
PJC	Primeaux	Shawn			1 hr
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
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			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohygrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Cln		ea	
Other Equipment			
HVAC air tool kit			
HVAC cut spray kit			
HVAC Auger			
HVAC Sweeper			

Materials Used		Unit	Quantity
Antimicrobial		Gal	
Bookbox		Each	
Bubble Wrap		LF	
Cleaning Cloths		lb	
Coil Cleaner		Gal	
Dishpack		Each	
Expert 828		Gal	
Furn Blanket		Each	
Glass Cleaner		Gal	
Gloves/Latex		Each	
Gloves/Leather		Each	
Lin-Aire Block		Each	
Lin-Aire Spray		Gal	
Mattress Box		Each	
Mirror/Pic Box		Each	
Mop Heads		Each	
Poly 2-4mil		Roll	
Poly 6mil		Roll	
Respirator		Each	
Rest. Sponge		Each	
Safety Glasses		Each	
Shrink Wrap		Roll	
Spray Adhesive		Each	
Tape-Box		Roll	
Tape-Duct		Roll	
Tape-Masking		Roll	
Thermo Fog		Gal	
Trash Bags		Roll	
Wardrobe Box		Each	
Tyvek		Each	
N-95		Each	
Other Materials			

Work Description _____ Project Coordinatin & Execution _____

Time and Materials Daily Log



Job Name Yaris County DC

Job Number 2598400

Date 3/13/21

Packout

On Location Clean

Lunch 1hr

Break 1

Water

Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
T	S. Alben	Shubera	7:30am	9:00am	1.5
			9:00am	10:30am	1.5
			Total		
T	Corrales	Isolina	7:30am	9:30am	2.0
			9:30am	11:30am	2.0
			Total		
T	Ellis	Johnny	7am	9:30am	2.5
			9:30am	11:30am	2.0
			Total		
T	Garcia	Blanca	7:30am	9:30am	2.0
			9:30am	11:30am	2.0
			Total		
T	Gonzalez	Darina	7:30am	9:30am	2.0
			9:30am	11:30am	2.0
			Total		
T	Hernandez	Hector	7am	9:30am	2.5
			9:30am	11:30am	2.0
			Total		
T	Lopez	Carolyne	7:30am	9:30am	2.0
			9:30am	11:30am	2.0
			Total		
T	Perez	Kerby	7:30am	9:30am	2.0
			9:30am	11:30am	2.0
			Total		
T	Rivero	Francisco	7am	9:30am	2.5
			9:30am	11:30am	2.0
			Total		
T	Ye	Wendy	7:30am	9:30am	2.0
			9:30am	11:30am	2.0
			Total		

Work Description Packing all contents for each classroom and offices

Equipment Used		Materials Used	
Item	Unit	Item	Unit
Air Compressor	ea	Antimicrobial	Gal
Air Mover	ea	Bookbox	Each
Air Scrubber HEPA	ea	Bubble Wrap	LF
Fogger	ea	Cleaning Cloths	lb
Generator < 10kw	ea	Coil Cleaner	Gal
Lights Demolition	ea	Dishpack	Each
Moisture Meter	ea	Expert 828	Gal
Neg-Air Machine	ea	Furn Blanket	Each
Ozone Generator	ea	Glass Cleaner	Gal
Dehum. Ref. Sm	ea	Gloves/Latex	Each
Dehum. Ref. Lrg	ea	Gloves/Leather	Each
Sprayer Airless	ea	Lin-Aire Block	Each
Thermohyrometer	ea	Lin-Aire Spray	Gal
TMU Extraction	ea	Mattress Box	Each
Moving Van 14-15'	ea	Mirror/Pic Box	Each
Moving Van 17-20'	ea	Mop Heads	Each
Moving Van 24-27'	ea	Poly 2-4mil	Roll
Truck - Box	ea	Poly 6mil	Roll
Vacuum Barrel	ea	Respirator	Each
Vacuum Hepa	ea	Rest. Sponge	Each
Vacuum Upright	ea	Safety Glasses	Each
Van/Passenger	ea	Shrink Wrap	Roll
Washer-High Press.	ea	Spray Adhesive	Each
Portable Extractor	ea	Tape-Box	Roll
Portable Carpet Clin	ea	Tape-Duct	Roll
Other Equipment		Tape-Masking	Roll
HVAC air tool kit		Thermo Fog	Gal
HVAC cut spray kit		Trash Bags	Roll
HVAC Auger		Wardrobe Box	Each
HVAC Sweeper		Tyvek	Each
		N-95	Each
		Other Materials	10



Time and Materials Daily Log

Job Name Harris County DOE Packout
 Job Number 25481006 Date 3/25/21

On Location Clean Break 1
 Lunch 1hr Break 2
 Water Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
T GCS	J. Wilson	Shahera	7:30am	8am	
			11.5		
			7:30am	6:30pm	
T GCL	Carvalles	Isolina	7:30am	10	
			7:30am	6:30pm	
			10		
T GCL	Gabriel	Tiria	7:30am	4pm	
			6:30pm		
			4pm		
T GCL	Galan	Carolina	7:30am	3:45pm	
			3:45pm		
			3:45pm		
T GCL	Johnson	Cameron	7:30am	4pm	
			4pm		
			4pm		
T GCL	Johnson	Haryl	7:30am	10	
			10		
			10		
T GCL	Pope	Caroline	7:30am	10:30pm	
			10:30pm		
			10:30pm		
T GCL	Montenegro	Indakio	7:30am	3:45pm	
			3:45pm		
			3:45pm		
T GCL	Pickens	Christian	7:30am	3:45pm	
			3:45pm		
			3:45pm		
T GCL	Ye	Wendy	7:30am	10:5	
			10:5		
			10:5		

Work Description Packing and wiping down all contents

Equipment Used		Materials Used	
Item	Unit	Item	Unit
Air Compressor	ea	Antimicrobial	Gal
Air Mover	ea	Bookbox	Each
Air Scrubber HEPA	ea	Bubble Wrap	LF
Fogger	ea	Cleaning Cloths	lb
Generator < 10kw	ea	Coil Cleaner	Gal
Lights Demolition	ea	Dishpack	Each
Moisture Meter	ea	Expert 828	Gal
Neg-Air Machine	ea	Furn Blanket	Each
Ozone Generator	ea	Glass Cleaner	Gal
Dehum. Ref. Sm	ea	Gloves/Latex	Each
Dehum. Ref. Lrg	ea	Gloves/Leather	Each
Sprayer Airless	ea	Lin-Aire Block	Each
Thermohygrometer	ea	Lin-Aire Spray	Gal
TMU Extraction	ea	Mattress Box	Each
Moving Van 14-15'	ea	Mirror/Pic Box	Each
Moving Van 17-20'	ea	Mop Heads	Each
Moving Van 24-27'	ea	Poly 2-4mil	Roll
Truck - Box	ea	Poly 6mil	Roll
Vacuum Barrel	ea	Respirator	Each
Vacuum Hepa	ea	Rest. Sponge	Each
Vacuum Upright	ea	Safety Glasses	Each
Van/Passenger	ea	Shrink Wrap	Roll
Washer-High Press.	ea	Spray Adhesive	Each
Portable Extractor	ea	Tape-Box	Roll
Portable Carpet Clin	ea	Tape-Duct	Roll
Other Equipment		Tape-Masking	Roll
HVAC air tool kit		Thermo Fog	Gal
HVAC cut spray kit		Trash Bags	Roll
HVAC Auger		Wardrobe Box	Each
HVAC Sweeper		Tyvek	Each
		N-95	Each
		Other Materials	10



Time and Materials Daily Log

Job Name Harris County DE Packout
 Job Number 25987600 Date 3/16/21

On Location Clean Break 1
 Lunch 1hr Break 2
 Water

Class	Last	First	Time on Job		
			Time in	Time Out	Total
T	ARS Lillebon	Shuberia	7:30 am	9:00 am	1.5
T	ACL Carvajal	Maria	7:00 am	8:30 am	1.5
T	ACL Corrales	Isolina	6:30	8:00	1.5
T	ACL Garcia	Bertha	7:00 am	8:30	1.5
T	ACL Moran	Harina	7:00 am	8:30	1.5
T	ACL Nunez	Tanid	7:00 am	8:30	1.5
T	ACL Ocampo	Syapa	7:00 am	8:30	1.5

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator < 10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	1
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	1
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clin	ea	
Other Equipment		
HVAC air tool kit		
HVAC cut spray kit		
HVAC Auger		
HVAC Sweeper		

Materials Used		
Item	Unit	Quantity
Antimicrobial	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Expert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator	Each	
Rest. Sponge	Each	
Safety Glasses	Each	
Shrink Wrap	Roll	4 roll
Spray Adhesive	Each	
Tape-Box	Roll	2 roll
Tape-Duct	Roll	
Tape-Masking	Roll	
Thermo Fog	Gal	
Trash Bags	Roll	
Wardrobe Box	Each	
Tyvek	Each	
N-95	Each	7
Other Materials		

Work Description Packing all contents from each classroom



Time and Materials Daily Log

Job Name Harris County DE Packout
 Job Number 28987600 Date 5/16/21
 Lunch 1hr On Location Clean Break 1
 Water Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
T	Rivero	Francisco	7:00 AM	8:00 AM	1hr
T	Garcia	Robert	7:00 AM	8:00 AM	1hr
T	Gonzalez	Edenina	7:00 AM	8:00 AM	1hr
T	Johnson	Mary	7:00 AM	8:00 AM	1hr
T	Jopez	Caroline	7:00 AM	8:00 AM	1hr
T	Mendez	Sandra	7:00 AM	8:00 AM	1hr
T	Suarez	Mirco	7:00 AM	8:00 AM	1hr

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator < 10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohyrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Vani/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clin	ea	
Other Equipment		
HVAC air tool kit		
HVAC cut spray kit		
HVAC Auger		
HVAC Sweeper		

Materials Used		
Item	Unit	Quantity
Antimicrobial	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Expert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator	Each	
Rest. Sponge	Each	
Safety Glasses	Each	7
Shrink Wrap	Roll	
Spray Adhesive	Each	
Tape-Box	Roll	
Tape-Duct	Roll	
Tape-Masking	Roll	
Thermo Fog	Gal	
Trash Bags	Roll	
Wardrobe Box	Each	
Tyvek	Each	
N-95	Each	7
Other Materials		

Work Description Packing and Shrink wrapping all contents

Time and Materials Daily Log



Job Name Harris County DCE
 Job Number 2598460 Date 3/17/11

On Location Clean Break 1
 Lunch 1hr

Water Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
T	GRL Bivero	Francisco	Time in	7:00 AM	
			Time Out	8:30	
			Total	1:30	
T	GCL Carvajal	Maria	Time in	7:00 AM	
			Time Out	7:30	
			Total	1:30	
T	GCL Garcia	Roberto	Time in	7:00 AM	
			Time Out	8:00	
			Total	1:00	
T	GCL Gonzalez	Edenia	Time in	7:00 AM	
			Time Out	7:30	
			Total	1:30	
T	GCL Johnson	Harry	Time in	7:00 AM	
			Time Out	7:30	
			Total	1:30	
T	GCL Surac	Marco	Time in	7:00 AM	
			Time Out	8:00	
			Total	1:00	
			Time in		
			Time Out		
			Total		
			Time in		
			Time Out		
			Total		

Work Description Shrink Wrapping Remaining Furniture Piece from each class room

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator < 10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clin	ea	
Other Equipment		
HVAC air tool kit		
HVAC cut spray kit		
HVAC Auger		
HVAC Sweeper		

Materials Used		
Item	Unit	Quantity
Antimicrobial	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Expert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator	Each	
Rest. Sponge	Each	
Safety Glasses	Each	
Shrink Wrap	Roll	3 Roll
Spray Adhesive	Each	
Tape-Box	Roll	1 Box
Tape-Duct	Roll	
Tape-Masking	Roll	
Thermo Fog	Gal	
Trash Bags	Roll	
Wardrobe Box	Each	
Tyvek	Each	
N-95	Each	6
Other Materials		

= 12



Time and Materials Daily Log

Job Name Harris County DE
 Job Number 25984000 Date 3/17/21

On Location Clean Break 1
 Lunch 1hr Break 2
 Water

Class	Last	First	Time on Job		
			Time in	Time Out	Total
<u>T</u>	<u>Althea</u>	<u>Shahera</u>	<u>7:30am</u>	<u>11:30am</u>	
<u>T</u>	<u>Covales</u>	<u>Isolina</u>	<u>7:30am</u>	<u>12:5</u>	
<u>T</u>	<u>Cyria</u>	<u>bertha</u>	<u>7:30am</u>	<u>11:5</u>	
<u>T</u>	<u>opez</u>	<u>Cariokne</u>	<u>7:30am</u>	<u>11:30</u>	
<u>T</u>	<u>Mabeo</u>	<u>Vicky</u>	<u>7:30am</u>	<u>12:5</u>	
<u>T</u>	<u>Moran</u>	<u>Karina</u>	<u>7:30am</u>	<u>12:5</u>	

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator < 10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohyrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clin	ea	
Other Equipment		
HVAC air tool kit		
HVAC cut spray kit		
HVAC Auger		
HVAC Sweeper		

Materials Used		
Item	Unit	Quantity
Antimicrobial	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Expert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator	Each	
Rest. Sponge	Each	
Safety Glasses	Each	<u>6</u>
Shrink Wrap	Roll	
Spray Adhesive	Each	
Tape-Box	Roll	
Tape-Duct	Roll	
Tape-Masking	Roll	
Thermo Fog	Gal	
Trash Bags	Roll	
Wardrobe Box	Each	
Tyvek	Each	
N-95	Each	<u>6</u>
Other Materials		

Work Description Packing Out remaining content from each classroom



Time and Materials Daily Log

Job Name Harris County Dept of Education On Location Clean Break 1
 Job Number 28959100 Date 3-17-21 Lunch 1HP Break 2
WB # 854324700 Water

Class	Last	First	Time on Job			Equipment Used		Materials Used			
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
GHS	Cruz	Jaed	7:30m			Air Compressor	ea		Antimicrobial	Gal	1/2
			6:45m			Air Mover	ea		Bookbox	Each	
			10:25			Air Scrubber HEPA	ea		Bubble Wrap	LF	
GCL	Leon	Zoula	7:30m			Fogger	ea		Cleaning Cloths	lb	30
			6:45m			Generator < 10kw	ea		Coil Cleaner	Gal	
			10:25			Lights Demolition	ea		Dishpack	Each	
GCL	Martinez	Maria	7:30m			Moisture Meter	ea		Expert 828	Gal	
			6:45m			Neg-Air Machine	ea		Fum Blanket	Each	
			10:25			Ozone Generator	ea		Glass Cleaner	Gal	
GCL	Padron	Hermelinda	7:30m			Dehum. Ref. Sm	ea		Gloves/Latex	Each	46
			6:45m			Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			10:25			Sprayer Airless	ea		Lir-Aire Block	Each	
GCL	Ramos	Valeska	7:30m			Thermohygrometer	ea		Lir-Aire Spray	Gal	
			6:45m			TMU Extraction	ea		Mattress Box	Each	
			10:25			Moving Van 14-15'	ea		Mirror/Pic Box	Each	
						Moving Van 17-20'	ea		Mop Heads	Each	
						Moving Van 24-27'	ea		Poly 2-4mil	Each	
						Truck - Box	ea		Poly 6mil	Roll	
						Vacuum Barrel	ea		Respirator	Each	
						Vacuum Hepa	ea	2	Rest. Sponge	Each	
						Vacuum Upright	ea		Safety Glasses	Each	5
						Washer-High Press.	ea	1	Shrink Wrap	Roll	
						Portable Extractor	ea		Spray Adhesive	Each	
						Portable Carpet Cln	ea		Tape-Box	Roll	
						Other Equipment			Tape-Duct	Roll	
						HVAC air tool kit			Tape-Masking	Roll	
						HVAC cut spray kit			Thermo Fog	Gal	
						HVAC Auger			Trash Bags	Roll	
						HVAC Sweeper			Wardrobe Box	Each	
									Tyvek	Each	
									N-95	Each	5
									Other Materials		

Work Description Cleaned + sanitized large Furniture Items - Hepa Vac
and wiped down with approved Chemicals. Cleaned and sanitized
PPE, Equipment, and Fleet.



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2

Job Number 25984600 Date 3.18.2021 Lunch none Break 1

Class	Last	First	Time on Job			Equipment Used		Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit
PJC	Primeaux	Shawn			1 hr	Air Compressor	ea	Antimicrobial	Gal	
						Air Mover	ea	Bookbox	Each	
						Air Scrubber HEPA	ea	Bubble Wrap	LF	
						Fogger	ea	Cleaning Cloths	lb	
						Generator<10kw	ea	Coil Cleaner	Gal	
						Lights Demolition	ea	Dishpack	Each	
						Moisture Meter	ea	Expert 828	Gal	
						Neg-Air Machine	ea	Furn Blanket	Each	
						Ozone Generator	ea	Glass Cleaner	Gal	
						Dehum. Ref. Sm	ea	Gloves/Latex	Each	
						Dehum. Ref. Lrg	ea	Gloves/Leather	Each	
						Sprayer Airless	ea	Lin-Aire Block	Each	
						Thermohygrometer	ea	Lin-Aire Spray	Gal	
						TMU Extraction	ea	Mattress Box	Each	
						Moving Van 14-15'	ea	Mirror/Pic Box	Each	
						Moving Van 17-20'	ea	Mop Heads	Each	
						Moving Van 24-27'	ea	Poly 2-4mil	Roll	
						Truck - Box	ea	Poly 6mil	Roll	
						Vacuum Barrel	ea	Respirator	Each	
						Vacuum Hepa	ea	Rest. Sponge	Each	
						Vacuum Upright	ea	Safety Glasses	Each	
						Van/Passenger	ea	Shrink Wrap	Roll	
						Washer-High Press.	ea	Spray Adhesive	Each	
						Portable Extractor	ea	Tape-Box	Roll	
						Portable Carpet Cln	ea	Tape-Duct	Roll	
						Other Equipment		Tape-Masking	Roll	
						HVAC air tool kit		Thermo Fog	Gal	
						HVAC cut spray kit		Trash Bags	Roll	
						HVAC Auger		Wardrobe Box	Each	
						HVAC Sweeper		Tyvek	Each	
								N-95	Each	
								Other Materials		

Class	Last	First	Time in	Time Out	Total	Equipment Used	Unit	Quantity
						Air Compressor	ea	
						Air Mover	ea	
						Air Scrubber HEPA	ea	
						Fogger	ea	
						Generator<10kw	ea	
						Lights Demolition	ea	
						Moisture Meter	ea	
						Neg-Air Machine	ea	
						Ozone Generator	ea	
						Dehum. Ref. Sm	ea	
						Dehum. Ref. Lrg	ea	
						Sprayer Airless	ea	
						Thermohygrometer	ea	
						TMU Extraction	ea	
						Moving Van 14-15'	ea	
						Moving Van 17-20'	ea	
						Moving Van 24-27'	ea	
						Truck - Box	ea	
						Vacuum Barrel	ea	
						Vacuum Hepa	ea	
						Vacuum Upright	ea	
						Van/Passenger	ea	
						Washer-High Press.	ea	
						Portable Extractor	ea	
						Portable Carpet Cln	ea	
						Other Equipment		
						HVAC air tool kit		
						HVAC cut spray kit		
						HVAC Auger		
						HVAC Sweeper		

Class	Last	First	Time in	Time Out	Total	Equipment Used	Unit	Quantity
PJC	Primeaux	Shawn			1 hr	Air Compressor	ea	
						Air Mover	ea	
						Air Scrubber HEPA	ea	
						Fogger	ea	
						Generator<10kw	ea	
						Lights Demolition	ea	
						Moisture Meter	ea	
						Neg-Air Machine	ea	
						Ozone Generator	ea	
						Dehum. Ref. Sm	ea	
						Dehum. Ref. Lrg	ea	
						Sprayer Airless	ea	
						Thermohygrometer	ea	
						TMU Extraction	ea	
						Moving Van 14-15'	ea	
						Moving Van 17-20'	ea	
						Moving Van 24-27'	ea	
						Truck - Box	ea	
						Vacuum Barrel	ea	
						Vacuum Hepa	ea	
						Vacuum Upright	ea	
						Van/Passenger	ea	
						Washer-High Press.	ea	
						Portable Extractor	ea	
						Portable Carpet Cln	ea	
						Other Equipment		
						HVAC air tool kit		
						HVAC cut spray kit		
						HVAC Auger		
						HVAC Sweeper		

Work Description _____ Project Coordinatin & Execution



Time and Materials Daily Log

Job Name Harris County Dept

Job Number OF Education

Date 3/18/21

WO # 854331300

Packout

On Location Clean

Water

Lunch 1 HR

Break 1

Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
GRS	Cruz	Jael	7:30am	6:30pm	10
act	Chavarria	Minam	7:30am	6pm	9.5
act	Garcia	Miniam	7:30am	6pm	9.5
act	Nunez	Tania	7:30am	6pm	9.5
act	Palma	Angela	7:30am	6pm	9.5
act	Reyes	Gloria	7:30am	6pm	9.5
act	Moran	Karina	7:30am	6pm	9.5

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator < 10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	2
Vacuum Upright	ea	
Van/Passenger	ea	1
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clin	ea	
Other Equipment		
HVAC air tool kit		
HVAC cut spray kit		
HVAC Auger		
HVAC Sweeper		

Materials Used		
Item	Unit	Quantity
Antimicrobial	Gal	1
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	30
Coil Cleaner	Gal	
Dishpack	Each	
Expert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	60
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator	Each	
Rest. Sponge	Each	
Safety Glasses	Each	7
Shrink Wrap	Roll	
Spray Adhesive	Each	
Tape-Box	Roll	
Tape-Duct	Roll	
Tape-Masking	Roll	
Thermo Fog	Gal	
Trash Bags	Roll	
Wardrobe Box	Each	
Tyvek	Each	
N-95	Each	7
Other Materials		

Work Description Cleaned and Sanitized Furniture to be Packed out - Hepa Vac and wiped down with Approved Chemical. Cleaned and sanitized PPE, Equipment, and Fleet.



Time and Materials Daily Log

Job Name Harris County DC
 Job Number 25984600
 Date 3/18/21

Packout

On Location Clean
 Lunch 1hr
 Break 1
 Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used		
			Time in	Time Out	Item	Unit	Item	Unit	Quantity
GL	Liljeblom	Shahera	7:30am	11:00am	Air Compressor	ea	Antimicrobial	Gal	
				Total	Air Mover	ea	Bookbox	Each	500
GL	DeAndre	Marta	7:30am	14:5	Air Scrubber HEPA	ea	Bubble Wrap	LF	
				Total	Fogger	ea	Cleaning Cloths	lb	
GL	Tony	Corey	7:40am	13:30	Generator < 10kw	ea	Coil Cleaner	Gal	
				Total	Lights Demolition	ea	Dishpack	Each	200
GL	Johnson	Cameron	10:30	10:50	Moisture Meter	ea	Expert 828	Gal	
				Total	Neg-Air Machine	ea	Furn Blanket	Each	100
GL	Rivas	Dreyda	6:5	6:5	Ozone Generator	ea	Glass Cleaner	Gal	
				Total	Dehum. Ref. Sm	ea	Gloves/Latex	Each	
GL	Rodrigo	Efrain	10:30am	14	Dehum. Ref. Lrg	ea	Gloves/Leather	Each	
				Total	Sprayer Airless	ea	Lin-Aire Block	Each	
GL	Suarez	Marcos	7am	9:30	Thermohygrometer	ea	Lin-Aire Spray	Gal	
				Total	TMU Extraction	ea	Mattress Box	Each	
				Total	Moving Van 14-15'	ea	Mirror/Pic Box	Each	
				Total	Moving Van 17-20'	ea	Mop Heads	Each	
				Total	Moving Van 24-27'	ea	Poly 2-4mil	Roll	
				Total	Truck - Box	ea	Poly 6mil	Roll	
				Total	Vacuum Barrel	ea	Respirator	Each	
				Total	Vacuum Hepa	ea	Rest. Sponge	Each	
				Total	Vacuum Upright	ea	Safety Glasses	Each	
				Total	Van/Passenger	ea	Shrink Wrap	Roll	10
				Total	Washer-High Press.	ea	Spray Adhesive	Each	
				Total	Portable Extractor	ea	Tape-Box	Roll	4
				Total	Portable Carpet Clin	ea	Tape-Duct	Roll	
				Total	Other Equipment				
				Total	HVAC air tool kit		Tape-Masking	Roll	
				Total	HVAC cut spray kit		Thermo Fog	Gal	
				Total	HVAC Auger		Trash Bags	Roll	
				Total	HVAC Sweeper		Wardrobe Box	Each	
				Total			Tyvek	Each	
				Total			N-95	Each	14
				Total			Other Materials		
				Total			white paper each 15		

Work Description Packing out remaining contents



Time and Materials Daily Log

Job Name Harris County DC Packout Date 3/18/21
 Job Number 2598400 Lunch 1hr On Location Clean Break 1
 Water Break 2

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
GCL	Francisco	Rivero	7am	10:30	3.5	Air Compressor	ea		Antimicrobial	Gal	
GCL	Johnson	Anthony	5am	10:30	5.5	Air Mover	ea		Bookbox	Each	
GCL	Johnson	Mary	5:15	10:30	5.15	Air Scrubber HEPA	ea		Bubble Wrap	LF	
GCL	Maxey	Trevy	4pm	10:30	6.5	Fogger	ea		Cleaning Cloths	lb	
GCL	Navarro	Nelson	4pm	10:30	6.5	Generator < 10kw	ea		Coil Cleaner	Gal	
GCL	Paul	Artemas	4pm	10:30	6.5	Lights Demolition	ea		Dishpack	Each	
GCL	Pickens	Christian	6:5	10:30	3.5	Moisture Meter	ea		Expert 828	Gal	
						Neg-Air Machine	ea		Furn Blanket	Each	
						Ozone Generator	ea		Glass Cleaner	Gal	
						Dehum. Ref. Sm	ea		Gloves/Latex	Each	
						Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
						Sprayer Airless	ea		Lin-Aire Block	Each	
						Thermohyrometer	ea		Lin-Aire Spray	Gal	
						TMU Extraction	ea		Mattress Box	Each	
						Moving Van 14-15'	ea		Mirror/Pic Box	Each	
						Moving Van 17-20'	ea		Mop Heads	Each	
						Moving Van 24-27'	ea		Poly 2-4mil	Roll	
						Truck - Box	ea		Poly 6mil	Roll	
						Vacuum Barrel	ea		Respirator	Each	
						Vacuum Hepa	ea		Rest. Sponge	Each	
						Vacuum Upright	ea		Safety Glasses	Each	
						Vani/Passenger	ea		Shrink Wrap	Roll	
						Washer-High Press.	ea		Spray Adhesive	Each	
						Portable Extractor	ea		Tape-Box	Roll	
						Portable Carpet Clin	ea		Tape-Duct	Roll	
						Other Equipment					
						HVAC air tool kit			Tape-Masking	Roll	
						HVAC cut spray kit			Thermo Fog	Gal	
						HVAC Auger			Trash Bags	Roll	
						HVAC Sweeper			Wardrobe Box	Each	
									Tyvek	Each	
									N-95	Each	
									Other Materials		

Work Description Packing and loading all remaining contents



Time and Materials Daily Log

Job Name Harris County DC Packout
 Job Number 2924600 Date 3/19/27

Water Break 2
 On Location Clean Break 1
 Lunch NO Lunch

Class	Last	First	Time on Job			Equipment Used		Materials Used			
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
GRS	Lillebrn	Shahera		2:30		Air Compressor	ea		Antimicrobial	Gal	
				2:30		Air Mover	ea		Bookbox	Each	
				2:5		Air Scrubber HEPA	ea		Bubble Wrap	LF	
				3:30		Fogger	ea		Cleaning Cloths	lb	
				3:5		Generator < 10kw	ea		Coil Cleaner	Gal	
				3:30		Lights Demolition	ea		Dishpack	Each	
				3:30		Moisture Meter	ea		Export 828	Gal	
				3:30		Neg-Air Machine	ea		Furn Blanket	Each	
				3:30		Ozone Generator	ea		Glass Cleaner	Gal	
				3:30		Dehum. Ref. Sm	ea		Gloves/Latex	Each	
				3:30		Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
				3:30		Sprayer Airless	ea		Lin-Aire Block	Each	
				3:30		Thermohygrometer	ea		Lin-Aire Spray	Gal	
				3:5		TMU Extraction	ea		Mattress Box	Each	
				3:30		Moving Van 14-15'	ea		Mirror/Pic Box	Each	
				3:30		Moving Van 17-20'	ea		Mop Heads	Each	
				3:30		Moving Van 24-27'	ea		Poly 2-4mil	Roll	
				3:30		Truck - Box	ea		Poly 6mil	Roll	
				3:30		Vacuum Barrel	ea		Respirator	Each	
				3:30		Vacuum Hepa	ea		Rest. Sponge	Each	
				3:30		Vacuum Upright	ea		Safety Glasses	Each	
				3:30		Van/Passenger	ea		Shrink Wrap	Roll	1 Roll
				3:30		Washer-High Press.	ea		Spray Adhesive	Each	
				3:30		Portable Extractor	ea		Tape-Box	Roll	1 Roll
				3:30		Portable Carpet Clin	ea		Tape-Duct	Roll	
				3:30		Other Equipment	ea		Tape-Masking	Roll	
				3:30		HVAC air tool kit			Thermo Fog	Gal	
				3:30		HVAC cut spray kit			Trash Bags	Roll	
				3:30		HVAC Auger			Wardrobe Box	Each	
				3:30		HVAC Sweeper			Tyvek	Each	
				3:30					N-95	Each	
				3:30					Other Materials		

Work Description Picking up Remnant items



Time and Materials Daily Log

Job Name HCDE Job Number 25984600

Packout Date 3.19.2021

On Location Clean Break 1 none

Water Break 2 Break 2

Class	Last	First	Time on Job	
			Time in	Time Out
PA	Edison	Lora	10am	
			12pm	
			2 hrs	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohyrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Cin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Unit	Quantity
Biocide		Gal	
Bookbox		Each	
Bubble Wrap		LF	
Cleaning Cloths		lb	
Coil Cleaner		Gal	
Dishpack		Each	
Exxpert 828		Gal	
Furn Blanket		Each	
Glass Cleaner		Gal	
Gloves/Latex		Each	
Gloves/Leather		Each	
Lin-Aire Block		Each	
Lin-Aire Spray		Gal	
Mattress Box		Each	
Mirror/Pic Box		Each	
Mop Heads		Each	
Poly 2-4mil		Roll	
Poly 6mil		Roll	
Respirator -Full		Each	
Rest. Sponge		Each	
Safety Glasses		Each	
Shrink Wrap		Roll	
Spray Adhesive		Roll	
Tape-Box (blue)		Roll	
Tape-Duct		Roll	
Tape-Masking		Gal	
Thermo Fog		Roll	
Trash Bags		Each	
Wardrobe Box			
Tyvek			
N-95			
Other Materials			
dish pans			
trash cans			
extension cords			

Work Description _____ Accounting _____



Time and Materials Daily Log

Job Name HCPDOE
 Job Numbr 25984600
 Date 3-23-21
 Packout

On Location Clean
 Lunch 1HR
 Break 1
 Break 2

Water

Class	Last	First	Time on Job		
			Time In	Time Out	Total
64	FINALES	JOAN	1:44	2:34	1:50
64	MORALES	FRANK	2:44	3:34	1:50
64	FINALES	GABRIEL	9:0	9:50	1:50
64	GOMEZ	JOSE	9:44	10:34	1:50
64	GOMEZ	SIMON	9:44	10:34	1:50

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator<10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lg	ea	
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepsa	ea	
Vacuum Upright	ea	
Vani/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Cln	ea	
Other Equipment		
HVAC air tool kit		
HVAC cut spray kit		
HVAC Auger		
HVAC Sweeper		

Materials Used		
Item	Unit	Quantity
Antimicrobial	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Expert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Matress Box	Each	
Mirror/Plc Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator	Each	
Rest. Sponge	Each	
Safety Glasses	Each	
Shrink Wrap	Roll	
Spray Adhesive	Each	
Tape-Box	Roll	
Tape-Duct	Roll	
Tape-Masking	Roll	
Thermo Fog	Gal	
Trash Bags	Roll	
Wardrobe Box	Each	
Tyvek	Each	
N-95	Each	
Other Materials		

Work Description W/ Airbase - Interim Handing
140H; Stone Center



Time and Materials Daily Log

Job Name HGDOE
 Job Number 25984600

Packout Date 3-24-21

On Location Clean Break 1
 Lunch Break 2

Water

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time In	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
<u>GS</u>	<u>Pinales</u>	<u>JUAN</u>	<u>1:14 PM</u>	<u>5:14 PM</u>	<u>4:00</u>	Air Compressor	ea		Antimicrobial	Gal	
<u>GS</u>	<u>MORALES</u>	<u>FRANK</u>	<u>1:14 PM</u>	<u>5:14 PM</u>	<u>4:00</u>	Air Scrubber HEPA	ea		Bookbox	Each	
<u>GS</u>	<u>Pinales</u>	<u>Gabriel</u>	<u>1:14 PM</u>	<u>5:14 PM</u>	<u>4:00</u>	Fogger	ea		Bubble Wrap	LF	
						Generators 10kw	ea		Cleaning Cloths	lb	
						Light Demolition	ea		Cell Cleaner	Gal	
						Moisture Meter	ea		Dishpack	Each	
						Neg-Air Machine	ea		Expert 928	Gal	
						Ozone Generator	ea		Fura Blanket	Each	
						Dehum. Ref. Sin	ea		Glass Cleaner	Gal	
						Dehum. Ref. Lg	ea		Gloves Latex	Each	
						Sprayer Airless	ea		Gloves Latex	Each	
						Thermohyrometer	ea		Lin-Aire Block	Each	
						TMU Extraction	ea		Lin-Aire Spray	Gal	
						Moving Van 14-15'	ea		Matress Box	Each	
						Moving Van 17-20'	ea		Mirror/Plc Box	Each	
						Moving Van 24-27'	ea		Mop Heads	Each	
						Truck - Box	ea		Poly 2-4mil	Roll	
						Vacuum Barrel	ea		Poly 6mil	Roll	
						Vacuum Hope	ea		Repartator	Each	
						Vacuum Uphol	ea		Reel Spunge	Each	
						Van/Passenger	ea		Safety Glasses	Each	
						Washer-High Press.	ea		Shrink Wrap	Roll	
						Portable Extractor	ea		Spray Adhesive	Each	
						Portable Carpet Cin	ea		Tape Box	Roll	
						Other Equipment			Tape-Dust	Roll	
						HVAC air tool kit			Tape-Masking	Roll	
						HVAC out spray kit			Thermo Fog	Gal	
						HVAC Auger			Trash Bag 9	Roll	
						HVAC Sweeper			Wardrobe Box	Each	
									Tyvek	Each	
									N-95	Each	
									Other Materials	Each	

Work Description WAREHOUSE - Interior Handing
YOUTH'S STORE Contents



495931

ERS of Greater Houston
10540 Bissonnet St, Suite 150
Houston, TX 77099
Phone: (713) 543-8750 / Fax: (866) 278-1165
michael.kinney@ers-us.com
IRS ID: 81-1451258

Invoice Date: 4/15/2021
Invoice Number: 20168
Invoice Due Date: 5/15/2021
ERS Contact: Sam Caskey
Loss Type: Winter Storm Uri

Harris County Department Of Education
14300 Wallisville Rd
Houston, TX 77049
Phone:

Claim:
Ins/Cont:
Name:
Phone:
Fax:

25984600/515965700
Refinish

SPRINGER

Invoice Report

Number of items: 15

Job Number: E11403220168

Item Bar Code ID #	Description	Manufacturer	Serial Number	Model Number	Location	Invoice
E11403220168001	Site Pictures	N/A	N/A	N/A	Site Pictures	\$0.00
E11403220168002	Frezer	True Freezer	0984	T-49f	Kitchen	\$1,375.00
INSPECTION/ TESTED/ ON-SITE CLEAN. ERS technicians performed an inspection of the item to identify evidence of the loss. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. During the inspection signs of peril related contaminants were found. ERS proceed to perform a full clean.						
E11403220168003	Refrigerator	True	4015	T-49	Kitchen	\$1,375.00
INSPECTION/ TESTED/ ON-SITE CLEAN. ERS technicians performed an inspection of the item to identify evidence of the loss. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. During the inspection signs of peril related contaminants were found. ERS proceed to perform a full clean.						
E11403220168004	Commercial Stove	South end	0069	S60dd-2r	Kitchen	\$1,250.00
INSPECTION/ TESTED/ ON-SITE CLEAN. ERS technicians performed an inspection of the item to identify evidence of the loss. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. During the inspection signs of peril related contaminants were found. ERS proceed to perform a full clean.						
E11403220168005	Commercial Ice Maker	Hoshizaki	466c	Km260-bah	Kitchen	\$750.00
PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer. W/ Disconnected						
E11403220168006	Commercial Freezer	True	8041	Tmc-58	Kitchen	\$827.30
PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer.						
E11403220168007	Mobile Heater Cabinet	Metro	6232	C519-hfc-u	Kitchen	\$546.90

Item Bar Code ID #	Description	Manufacturer	Serial Number	Model Number	Location	Invoice
	PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer.					
E11403220168008	Microwave	Avanti	0238	Mo1250tw	Kitchen	\$56.00
	PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer.					
E11403220168009	Commercial Blender	Heavy Duty Blender	1092	Cb15	Kitchen	\$95.00
	PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer.					
E11403220168010	Commercial Robot Coupe	Robot Coupe	603a	R2n Series	Kitchen	\$248.50
	PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer.					
E11403220168011	Electric Food Steamer	Southbend	1067	Ez18-3	Kitchen	\$819.50
	PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer.					
E11403220168012	Commercial Can Opener (2)	Can Opener Series 2	5376	266	Kitchen	\$190.00
	PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer.					
E11403220168013	Commercial Dishwasher	Meiko	5227	Dv80	Kitchen	\$0.00
	PACK-OUT/ TESTED/ TOTAL LOSS. Unit was packed out and brought to our facility to perform a diagnostic test of the item to identify signs of Damage. During the inspection evidence indicated the item was impacted by the Peril. TOTAL LOSS.					
E11403220168014	Digital Scale	Taylor	0.06	Te10c	Kitchen	\$45.00
	PACK-OUT/ TESTED/ FULL CLEAN Item was packed out and brought to our facility. This item was tested for proper function and passed without issue. Item functions properly when power is supplied. Unit was inspected and signs of peril related contaminants were found. ERS certified technicians performed a full clean to remove peril related contaminants before returning to the customer.					
E11403220168015	W/ W/ac adapter					
	Final Cober	N/A	n/a	N/a	Final Cover	\$0.00
	General Service					\$3,028.00

Item Bar Code ID #	Description	Manufacturer	Serial Number	Model Number	Location	Invoice
	<p>The pickup and delivery charges include 3 men and a truck, as well as the following: pre-testing and disconnecting items, physical and pictorial inventories, packing out items to ERS warehouse, checking in upon arrival at ERS, a general wipe down with preservation cleaning before storage in warehouse, diagnostics, packaging, chemical usage, PPE usage, minimum of one day hydroxyl, total out disposition and disposal, pulling and loading items from ERS warehouse, taking items back to original pick up location, unpacking boxes, unwrapping larger items, reconnecting and powering on for assurance of correct function.</p> <p>Note: This invoice is contingent upon all items passing 4 quality control tests. If an item fails at any one of these tests, the invoice will be adjusted accordingly.</p>					
Storage						\$1,125.00
	<p>The job contains 5 crates. The storage cost is \$75 per crate per month. The estimated storage time would be approximately 3 months.</p>					
					Total:	\$11,731.20
					TOTAL CHARGES:	\$11,731.20
					Payment(s) Received:	\$0.00
					Invoice Balance:	\$11,731.20

Report Notes

It is understood and agreed that all services provided by ERS and contained herein relating to the Coronavirus (COVID-19), have been prepared in accordance with the most up to date available guidance from the Centers for Disease Control, the World Health Organization and the Environmental Protection Agency. However, as the disease and its prevention are not fully understood, even adherence to those guidelines cannot and does not guaranty the eradication of all contagions and/or all contaminants. Customer hereby agrees to hold harmless, defend and indemnify ERS (and its Affiliates), of and from any and all manner of claims, in law and/or in equity, made by any person or entity for injury to property and/or for personal injury, result from, arising out of or in any way related to the COVID 19 services being provided by ERS.

END OF REPORT



Bill to: Harris County Dept of Education
 14300 Wallisville Rd
 Houston, TX 77049

Invoice: 25959100
Date: 04.16.2021

Terms: **Due upon Receipt**

Job #: 25959100
Fed ID #: 75-2610714

Billing Period: 2/25-3/28/2021

Attn:

Worksite: Same as Above

INVOICE - WINTER STORM - FEB 2021

Labor	\$	68,444.25
Materials	\$	1,818.55
Equipment	\$	61,649.33
Reimbursables - Other	\$	16,285.58
Pre-Tax Amount:	\$	148,197.71
Catastrophe Surcharge	\$	8,891.86
Subtotal Amount	\$	157,089.57
Sales Tax - 8.25%		exempt
Invoice Amount	\$	157,089.57

Respectfully Submitted,
 BMS CAT
Shawn Primeaux
 Project Coordinator
 832.330.6813

Please remit payment to:
 Blackmon Mooring
 Attn: Accounts Receivable
 10511 Kipp Way #400
 Houston, TX 77099

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending February 28, 2021

Employee Name:		Labor Classification	Billing Rate	Feb							Total Hours	Week's Billing
Last	First			22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun		
Primeaux	Shawn	Project Coordinator	\$135.00				3	4	4		11.00	\$1,485.00
			67.50								0.00	0.00
Garcia	Jesse	Project Manager	90.00						9		9.00	810.00
			45.00								0.00	0.00
Edison	Lora	Project Accountant	65.00								0.00	0.00
			32.50								0.00	0.00
Walker	Courtney	Project Accountant	65.00								0.00	0.00
			32.50								0.00	0.00
Cruz	Jael	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Davis	Anthony	General Restoration	65.00					1.5		1	2.50	162.50
		Supervisor/Technician	32.50								0.00	0.00
Earls	Tony	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Littelton	Shakeria	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Maxey	Ivery	General Restoration	65.00				7.5				7.50	487.50
		Supervisor/Technician	32.50								0.00	0.00
Monterrubio	Indalecio	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Perez	Steven	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Tellez	Gerardo	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Rivero	Francisco	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Ramirez	Julian	Construction	42.00						9		9.00	378.00
		Labor	21.00								0.00	0.00
Wooton	Jeff	Construction	42.00						9		9.00	378.00
		Labor	21.00								0.00	0.00
Ramirez	Eduardo	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Mendoza	Alfonso	Construction	42.00						9		9.00	378.00
		Labor	21.00								0.00	0.00
Rojo	Leonardo	Construction	42.00						9		9.00	378.00
		Labor	21.00								0.00	0.00
Hernandez	Jose	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Carreon	Gabriel	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Estrada	Joe	Construction	42.00						9		9.00	378.00
		Labor	21.00								0.00	0.00
Maldonado	Alfonso	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending February 28, 2021

Employee Name:			Billing Rate	Feb							Total Hours	Week's Billing
Last	First	Labor Classification		22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun		
Ruiz	Cose	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Ruiz	Robert	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Castillo	Ricardo	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Castillo	Jesus	Construction	42.00						9		9.00	378.00
		Labor	21.00								0.00	0.00
Herrera	Bryan	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Martinez	Chris	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Argulles	Mario	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Garcia	Lucas	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Navarro	Mauricio	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Adams	Carlos	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Arreola	David	General Cleaning	30.50				7.5				7.50	228.75
		Laborer - Direct Hire	15.25								0.00	0.00
Burnett	Kingsley	General Cleaning	30.50				7.5				7.50	228.75
		Laborer - Direct Hire	15.25								0.00	0.00
Johnson	Byron	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Maynus	Darren	General Cleaning	30.50					1.5		1	2.50	76.25
		Laborer - Direct Hire	15.25								0.00	0.00
Perez	Jorge	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Smith	Tyrell	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Williams	Desmond	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Leon	Zoila	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Martinez	Maria	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Padron	Hermelinda	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ramos	Valeska	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Sandoval	Blanca	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Carvajal	Maria	General Cleaning	30.50								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending February 28, 2021

Employee Name:		Labor Classification	Billing Rate	Feb							Total Hours	Week's Billing
Last	First			22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun		
		Laborer - Labor Svs	15.25								0.00	0.00
Corrales	Isolina	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Garcia	Bertha	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Moran	Karina	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Nunez	Tanid	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ocampo	Syapa	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Garcia	Roberto	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Gonzalez	Edinina	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Johnson	Mary	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Lopez	Carrolyne	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Mendez	Sandra	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Suarez	Marco	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Perry	Chris	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
	Total Labor											<u>\$5,746.75</u>

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 7, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			1 Mon	2 Tue	3 Wed	4 Thu	5 Fri	6 Sat	7 Sun		
Primeaux	Shawn	Project Coordinator	\$135.00			2	2	5	1		10.00	\$1,350.00
			67.50								0.00	0.00
Garcia	Jesse	Project Manager	90.00			5.5	9	9	9		32.50	2,925.00
			45.00								0.00	0.00
Edison	Lora	Project Accountant	65.00								0.00	0.00
			32.50								0.00	0.00
Walker	Courtney	Project Accountant	65.00								0.00	0.00
			32.50								0.00	0.00
Cruz	Jael	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Davis	Anthony	General Restoration	65.00		1.5						1.50	97.50
		Supervisor/Technician	32.50								0.00	0.00
Earls	Tony	General Restoration	65.00				2			3	5.00	325.00
		Supervisor/Technician	32.50								0.00	0.00
Littelton	Shakeria	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Maxey	Ivery	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Monterrubio	Indalecio	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Perez	Steven	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Tellez	Gerardo	General Restoration	65.00				4				4.00	260.00
		Supervisor/Technician	32.50								0.00	0.00
Rivero	Francisco	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Ramirez	Julian	Construction	42.00			5.5	9	9			23.50	987.00
		Labor	21.00								0.00	0.00
Wooton	Jeff	Construction	42.00			5.5	9	9			23.50	987.00
		Labor	21.00								0.00	0.00
Ramirez	Eduardo	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Mendoza	Alfonso	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Rojo	Leonardo	Construction	42.00			5.5	9	9			23.50	987.00
		Labor	21.00								0.00	0.00
Hernandez	Jose	Construction	42.00			5.5					5.50	231.00
		Labor	21.00								0.00	0.00
Carreon	Gabriel	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Estrada	Joe	Construction	42.00			5.5	9	9	9		32.50	1,365.00
		Labor	21.00								0.00	0.00
Maldonado	Alfonso	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 7, 2021

Employee Name:			Billing Rate	Mar							Total Hours	Week's Billing
Last	First	Labor Classification		1 Mon	2 Tue	3 Wed	4 Thu	5 Fri	6 Sat	7 Sun		
Ruiz	Cose	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Ruiz	Robert	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Castillo	Ricardo	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Castillo	Jesus	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Herrera	Bryan	Construction	42.00			5.5	9	9	9		32.50	1,365.00
		Labor	21.00								0.00	0.00
Martinez	Chris	Construction	42.00			5.5	9	9	9		32.50	1,365.00
		Labor	21.00								0.00	0.00
Argulles	Mario	Construction	42.00				9				9.00	378.00
		Labor	21.00								0.00	0.00
Garcia	Lucas	Construction	42.00							9	9.00	378.00
		Labor	21.00								0.00	0.00
Navarro	Mauricio	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Adams	Carlos	General Cleaning	30.50				2			3	5.00	152.50
		Laborer - Direct Hire	15.25								0.00	0.00
Arreola	David	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Burnett	Kingsley	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Johnson	Byron	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Maynus	Darren	General Cleaning	30.50		1.5						1.50	45.75
		Laborer - Direct Hire	15.25								0.00	0.00
Perez	Jorge	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Smith	Tyrell	General Cleaning	30.50				4				4.00	122.00
		Laborer - Direct Hire	15.25								0.00	0.00
Williams	Desmond	General Cleaning	30.50							3	3.00	91.50
		Laborer - Direct Hire	15.25								0.00	0.00
Leon	Zoila	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Martinez	Maria	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Padron	Hermelinda	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ramos	Valeska	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Sandoval	Blanca	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Carvajal	Maria	General Cleaning	30.50								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 7, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			1 Mon	2 Tue	3 Wed	4 Thu	5 Fri	6 Sat	7 Sun		
Corrales	Isolina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Garcia	Bertha	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Moran	Karina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Nunez	Tanid	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Ocampo	Syapa	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Garcia	Roberto	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Gonzalez	Edinina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Johnson	Mary	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Lopez	Carrolyne	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Mendez	Sandra	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Suarez	Marco	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Perry	Chris	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Total Labor											0.00	<u>\$13,412.25</u>

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 14, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			8 Mon	9 Tue	10 Wed	11 Thu	12 Fri	13 Sat	14 Sun		
Primeaux	Shawn	Project Coordinator	\$135.00	1		1	1	1			4.00	\$540.00
			67.50								0.00	0.00
Garcia	Jesse	Project Manager	90.00	9	9	9	9	9	9	9	54.00	4,860.00
			45.00					9	5		14.00	630.00
Edison	Lora	Project Accountant	65.00				2				2.00	130.00
			32.50								0.00	0.00
Walker	Courtney	Project Accountant	65.00				2				2.00	130.00
			32.50								0.00	0.00
Cruz	Jael	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Davis	Anthony	General Restoration	65.00		2						2.00	130.00
		Supervisor/Technician	32.50								0.00	0.00
Earls	Tony	General Restoration	65.00	2							2.00	130.00
		Supervisor/Technician	32.50								0.00	0.00
Littelton	Shakeria	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Maxey	Ivery	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Monterrubio	Indalecio	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Perez	Steven	General Restoration	65.00			2.5					2.50	162.50
		Supervisor/Technician	32.50								0.00	0.00
Tellez	Gerardo	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Rivero	Francisco	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Ramirez	Julian	Construction	42.00	9	9	9	9	9	9	9	54.00	2,268.00
		Labor	21.00					9	5		14.00	294.00
Wooton	Jeff	Construction	42.00	9	9	9	9	9	9	9	54.00	2,268.00
		Labor	21.00					9	5		14.00	294.00
Ramirez	Eduardo	Construction	42.00	9	9	9	9	9	9	9	54.00	2,268.00
		Labor	21.00					9	5		14.00	294.00
Mendoza	Alfonso	Construction	42.00	9		9	9	9	9	9	45.00	1,890.00
		Labor	21.00						5		5.00	105.00
Rojo	Leonardo	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Hernandez	Jose	Construction	42.00	9	9	9	9	9	9	9	54.00	2,268.00
		Labor	21.00					9	5		14.00	294.00
Carreon	Gabriel	Construction	42.00	9	9	9	9	9	9	9	54.00	2,268.00
		Labor	21.00					9	5		14.00	294.00
Estrada	Joe	Construction	42.00	9	9	9	9	9			45.00	1,890.00
		Labor	21.00					5			5.00	105.00
Maldonado	Alfonso	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 14, 2021

Employee Name:			Billing Rate	Mar							Total Hours	Week's Billing
Last	First	Labor Classification		8 Mon	9 Tue	10 Wed	11 Thu	12 Fri	13 Sat	14 Sun		
Ruiz	Cose	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Ruiz	Robert	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Castillo	Ricardo	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Castillo	Jesus	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Herrera	Bryan	Construction	42.00	9	9	9	9	9			45.00	1,890.00
		Labor	21.00					5			5.00	105.00
Martinez	Chris	Construction	42.00	9	9	9	9	9			45.00	1,890.00
		Labor	21.00					5			5.00	105.00
Argulles	Mario	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Garcia	Lucas	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Navarro	Mauricio	Construction	42.00	9	9	9	9	9	9		54.00	2,268.00
		Labor	21.00					9	5		14.00	294.00
Adams	Carlos	General Cleaning	30.50	2							2.00	61.00
		Laborer - Direct Hire	15.25								0.00	0.00
Arreola	David	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Burnett	Kingsley	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Johnson	Byron	General Cleaning	30.50		2						2.00	61.00
		Laborer - Direct Hire	15.25								0.00	0.00
Maynus	Darren	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Perez	Jorge	General Cleaning	30.50			2.5					2.50	76.25
		Laborer - Direct Hire	15.25								0.00	0.00
Smith	Tyrell	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Williams	Desmond	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Leon	Zoila	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Martinez	Maria	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Padron	Hermelinda	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ramos	Valeska	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Sandoval	Blanca	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Carvajal	Maria	General Cleaning	30.50								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 14, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			8 Mon	9 Tue	10 Wed	11 Thu	12 Fri	13 Sat	14 Sun		
Corrales	Isolina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Garcia	Bertha	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Moran	Karina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Nunez	Tanid	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Ocampo	Syapa	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Garcia	Roberto	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Gonzalez	Edinina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Johnson	Mary	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Lopez	Carrolyne	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Mendez	Sandra	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Suarez	Marco	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Perry	Chris	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Total Labor											0.00	<u>\$30,262.75</u>

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 21, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			15 Mon	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun		
Primeaux	Shawn	Project Coordinator	\$135.00	1			1	1			3.00	\$405.00
			67.50								0.00	0.00
Garcia	Jesse	Project Manager	90.00	8.5			9.5	9.5			27.50	2,475.00
			45.00								0.00	0.00
Edison	Lora	Project Accountant	65.00								0.00	0.00
			32.50								0.00	0.00
Walker	Courtney	Project Accountant	65.00								0.00	0.00
			32.50								0.00	0.00
Cruz	Jael	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Davis	Anthony	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Earls	Tony	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Littelton	Shakeria	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Maxey	Ivery	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Monterrubio	Indalecio	General Restoration	65.00					2			2.00	130.00
		Supervisor/Technician	32.50								0.00	0.00
Perez	Steven	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Tellez	Gerardo	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Rivero	Francisco	General Restoration	65.00								0.00	0.00
		Supervisor/Technician	32.50								0.00	0.00
Ramirez	Julian	Construction	42.00	8.5			9.5	9.5			27.50	1,155.00
		Labor	21.00								0.00	0.00
Wooton	Jeff	Construction	42.00	8.5			9.5	9.5			27.50	1,155.00
		Labor	21.00								0.00	0.00
Ramirez	Eduardo	Construction	42.00	8.5			9.5	9.5			27.50	1,155.00
		Labor	21.00								0.00	0.00
Mendoza	Alfonso	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Rojo	Leonardo	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Hernandez	Jose	Construction	42.00	8.5							8.50	357.00
		Labor	21.00								0.00	0.00
Carreon	Gabriel	Construction	42.00	8.5			9.5	9.5			27.50	1,155.00
		Labor	21.00								0.00	0.00
Estrada	Joe	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Maldonado	Alfonso	Construction	42.00	8.5			9.5	9.5			27.50	1,155.00
		Labor	21.00								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 21, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			15 Mon	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun		
Ruiz	Cose	Construction	42.00				9.5	9.5			19.00	798.00
		Labor	21.00								0.00	0.00
Ruiz	Robert	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Castillo	Ricardo	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Castillo	Jesus	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Herrera	Bryan	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Martinez	Chris	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Argulles	Mario	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Garcia	Lucas	Construction	42.00								0.00	0.00
		Labor	21.00								0.00	0.00
Navarro	Mauricio	Construction	42.00	8.5			9.5	9.5			27.50	1,155.00
		Labor	21.00								0.00	0.00
Adams	Carlos	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Arreola	David	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Burnett	Kingsley	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Johnson	Byron	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Maynus	Darren	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Perez	Jorge	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Smith	Tyrell	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Williams	Desmond	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Leon	Zoila	General Cleaning	30.50								0.00	0.00
		Laborer - Direct Hire	15.25								0.00	0.00
Martinez	Maria	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Padron	Hermelinda	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Ramos	Valeska	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Sandoval	Blanca	General Cleaning	30.50								0.00	0.00
		Laborer - Labor Svs	15.25								0.00	0.00
Carvajal	Maria	General Cleaning	30.50								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 21, 2021

Employee Name:		Labor Classification	Billing Rate	Mar							Total Hours	Week's Billing
Last	First			15 Mon	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun		
Corrales	Isolina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Garcia	Bertha	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Moran	Karina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Nunez	Tanid	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Ocampo	Syapa	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Garcia	Roberto	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Gonzalez	Edinina	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Johnson	Mary	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Lopez	Carrolyne	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Mendez	Sandra	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Suarez	Marco	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50								0.00	0.00
Perry	Chris	Laborer - Labor Svs	15.25								0.00	0.00
		General Cleaning	30.50						2		2.00	61.00
Total Labor												<u>\$11,156.00</u>

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 28, 2021

Employee Name:			Mar								Total Hours	Week's Billing
Last	First	Labor Classification	Billing Rate	22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun		
Primaux	Shawn	Project Coordinator	\$135.00	1		1					2.00	\$270.00
			67.50								0.00	0.00
Edison	Lora	Project Accountant	65.00				2				2.00	130.00
			32.50								0.00	0.00
Cruz	Jael	General Restoration Supervisor/Technician	65.00	9.25	9						18.25	1,186.25
			32.50								0.00	0.00
Dabney	Tiria	General Restoration Supervisor/Technician	65.00	9.25							9.25	601.25
			32.50								0.00	0.00
Davis	Anthony	General Restoration Supervisor/Technician	65.00		1.5						1.50	97.50
			32.50								0.00	0.00
Anez	Oscar	General Cleaning Laborer - Direct Hire	30.50	9.25							9.25	282.13
			15.25								0.00	0.00
Galicia	Blanca	General Cleaning Laborer - Direct Hire	30.50	9.25							9.25	282.13
			15.25								0.00	0.00
Johns-on	Byron	General Cleaning Laborer - Direct Hire	30.50		1.5						1.50	45.75
			15.25								0.00	0.00
Carrillo	Ludwin	General Cleaning Laborer - Labor Svs	30.50	7							7.00	213.50
			15.25								0.00	0.00
Carvajal	Maria	General Cleaning Laborer - Labor Svs	30.50	7	7						14.00	427.00
			15.25								0.00	0.00
Castro	Maria	General Cleaning Laborer - Labor Svs	30.50	7							7.00	213.50
			15.25								0.00	0.00
Chavarria	Miriam	General Cleaning Laborer - Labor Svs	30.50	7	7						14.00	427.00
			15.25								0.00	0.00
Garcia	Bertha	General Cleaning Laborer - Labor Svs	30.50		7						7.00	213.50
			15.25								0.00	0.00
Galicia	Elba	General Cleaning Laborer - Labor Svs	30.50		9						9.00	274.50
			15.25								0.00	0.00
Martinez	Azucena	General Cleaning Laborer - Labor Svs	30.50	7							7.00	213.50
			15.25								0.00	0.00
Ocampo	Soyapa	General Cleaning Laborer - Labor Svs	30.50	7	7						14.00	427.00
			15.25								0.00	0.00
Palomo	Angela	General Cleaning Laborer - Labor Svs	30.50	7	7						14.00	427.00
			15.25								0.00	0.00
Palomo	Diana	General Cleaning Laborer - Labor Svs	30.50		7						7.00	213.50
			15.25								0.00	0.00
Pinales	Gabriel	General Cleaning Laborer - Labor Svs	30.50					9	5		14.00	427.00
			15.25								0.00	0.00
Reyes	Gloria	General Cleaning Laborer - Labor Svs	30.50	7	7						14.00	427.00
			15.25								0.00	0.00
Rojas	Enedina	General Cleaning Laborer - Labor Svs	30.50		7						7.00	213.50
			15.25								0.00	0.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of hours worked
For the Period Ending March 28, 2021

Employee Name:			Mar								Total Hours	Week's Billing
Last	First	Labor Classification	Billing Rate	22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun		
Santiago	Selma	General Cleaning	30.50	7	7						14.00	427.00
		Laborer - Labor Svs	15.25									0.00
Velasquez	Ruth	General Cleaning	30.50	7	7						14.00	427.00
		Laborer - Labor Svs	15.25									0.00
Total Labor												<u>\$7,866.50</u>

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Summary of Materials Used
For the Period Ending March 28, 2021

<u>Material Description</u>	<u>Rate</u>	<u>Unit of Measure</u>	<u>Total Usage</u>	<u>Billing</u>
Biocides/Disinfectants	49.00	gallon	3	147.00
Cotton Cleaning Cloths	7.95	lb	80	636.00
Gloves - Latex	2.15	pair	227	488.05
Mask - N95	3.50	each	50	175.00
Mop Heads	9.00	each	6	54.00
Safety Glasses	6.00	each	48	288.00
Trash Bags - Disposable	30.50	roll	1	30.50
				<hr/>
Total Materials Billing				<u>\$1,818.55</u>

BMS CAT

Job: 25959100 - Harris Co Dept of Education
Houston, TX

Equipment Usage Summary
For the Period Ending February 28, 2021

Equipment Description	Rate	Feb							Total Usage	Week's Billing
		22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun		
Air Mover / Carpet Dryer	26.00				70	70	70	70	280.0	7,280.00
Dehumidification Unit - Phoenix 200 or e	155.00				13	13	12	12	50.0	7,750.00
HEPA Air Filtration Unit - 1000 cfm	90.00								0.0	0.00
Moisture Meter - Penetrating or Non-Per	26.00					1		1	2.0	52.00
Thermohygrometer	24.00					1		1	2.0	48.00
Truck - Box (inclusive of mileage)	200.00				1	1		1	3.0	600.00
Vacuum - HEPA	85.00								0.0	0.00
Van - Cargo / Passenger	100.00								0.0	0.00
3% Small Tools Charge										172.40
Total Equipment										\$15,902.40

BMS CAT

Job: 25959100 - Harris Co Dept of Education
Houston, TX

Equipment Usage Summary
For the Period Ending March 7, 2021

Equipment Description	Rate	Mar							Total Usage	Week's Billing
		1 Mon	2 Tue	3 Wed	4 Thu	5 Fri	6 Sat	7 Sun		
Air Mover / Carpet Dryer	26.00	70	70	70	70	70	70	70	490.0	12,740.00
Dehumidification Unit - Phoenix 200 or e	155.00	12	12	12	12	12	12	12	84.0	13,020.00
HEPA Air Filtration Unit - 1000 cfm	90.00				5	5	5	5	20.0	1,800.00
Moisture Meter - Penetrating or Non-Per	26.00		1						1.0	26.00
Thermohygrometer	24.00		1		2			1	4.0	96.00
Truck - Box (inclusive of mileage)	200.00		1		1			1	3.0	600.00
Vacuum - HEPA	85.00								0.0	0.00
Van - Cargo / Passenger	100.00								0.0	0.00
3% Small Tools Charge										402.37
Total Equipment										\$28,684.37

BMS CAT

Job: 25959100 - Harris Co Dept of Education
Houston, TX

Equipment Usage Summary
For the Period Ending March 14, 2021

Equipment Description	Rate	Mar								Total Usage	Week's Billing
		8 Mon	9 Tue	10 Wed	11 Thu	12 Fri	13 Sat	14 Sun			
Air Mover / Carpet Dryer	26.00	70	70	69						209.0	5,434.00
Dehumidification Unit - Phoenix 200 or e	155.00	12	12	12						36.0	5,580.00
HEPA Air Filtration Unit - 1000 cfm	90.00	4	3	3	2	2	2	2		18.0	1,620.00
Moisture Meter - Penetrating or Non-Per	26.00									0.0	0.00
Thermohygrometer	24.00									0.0	0.00
Truck - Box (inclusive of mileage)	200.00	1	1	1						3.0	600.00
Vacuum - HEPA	85.00									0.0	0.00
Van - Cargo / Passenger	100.00									0.0	0.00
3% Small Tools Charge											907.88
Total Equipment											\$14,141.88

BMS CAT

Job: 25959100 - Harris Co Dept of Education
Houston, TX

Equipment Usage Summary
For the Period Ending March 21, 2021

Equipment Description	Rate	Mar							Total Usage	Week's Billing
		15 Mon	16 Tue	17 Wed	18 Thu	19 Fri	20 Sat	21 Sun		
Air Mover / Carpet Dryer	26.00								0.0	0.00
Dehumidification Unit - Phoenix 200 or e	155.00								0.0	0.00
HEPA Air Filtration Unit - 1000 cfm	90.00	2	2	2	2	2	2	2	14.0	1,260.00
Moisture Meter - Penetrating or Non-Per	26.00								0.0	0.00
Thermohygrometer	24.00								0.0	0.00
Truck - Box (inclusive of mileage)	200.00								0.0	0.00
Vacuum - HEPA	85.00								0.0	0.00
Van - Cargo / Passenger	100.00								0.0	0.00
3% Small Tools Charge										334.68
Total Equipment										\$1,594.68

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

Equipment Usage Summary
For the Period Ending March 28, 2021

Equipment Description	Rate	Mar							Total Usage	Week's Billing
		22 Mon	23 Tue	24 Wed	25 Thu	26 Fri	27 Sat	28 Sun		
HEPA Air Filtration Unit - 1000 cfm	90.00	2							2.0	180.00
Truck - Box (inclusive of mileage)	200.00		1						1.0	200.00
Vacuum - HEPA	85.00	4	2						6.0	510.00
Van - Cargo / Passenger	100.00	1	1						2.0	200.00
3% Small Tools Charge										236.00
Total Equipment										\$1,326.00

BMS CAT

Job: 25959100 - Haris Co Dept of Education
Houston, TX

REIMBURSABLES - Subcontract Services, Freight / Transportation and Other Charges

For the Period Ending March 28, 2021

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
Aztec Rental	PO: 495840 - inv: 476560 - floor scraper rental	6926.65
Home Depot	Supplies - painters plastic	\$73.01
	Supplies - small tools	255.32
Mobile Mini	PO: 494940 - inv: 9010119553 - storages	519.36
	PO: 495841 - inv: 9010270625 - storage	139.69
Sprint Waste	PO: 494942 - inv: 103082 - dumpster	448.09
	PO: 494943 - inv: 104726 - dumpster final removal	1,041.04
	PO: 494944 - inv: 106168 - dumpster final removal	504.43
Temp Power	PO: 494945 - inv: 8092 - temp power panels	1,605.00
Pot-Gold	PO: 496087 - inv: 2319687 - portable toilets	1,946.57
Subtotal		<u>\$13,459.16</u>
Mark-up		<u>\$2,826.42</u>
Total Vendor Charges		<u>\$16,285.58</u>

Time and Materials Daily Log



Job Name HCDE Packout On Location Clean Water Break 1 _____ Break 2 _____

Job Number 25959100 Date 2.25.2021 Lunch none Break 1 _____ Break 2 _____

Class	Last	First	Time on Job	
			Time in	Time Out
PJC	Primeaux	Shawn	Time in	3 hrs
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohygrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Cln		ea	
Other Equipment			
HVAC air tool kit			
HVAC cut spray kit			
HVAC Auger			
HVAC Sweeper			

Materials Used		Unit	Quantity
Antimicrobial		Gal	
Bookbox		Each	
Bubble Wrap		LF	
Cleaning Cloths		lb	
Coil Cleaner		Gal	
Dishpack		Each	
Expert 828		Gal	
Furn Blanket		Each	
Glass Cleaner		Gal	
Gloves/Latex		Each	
Gloves/Leather		Each	
Lin-Aire Block		Each	
Lin-Aire Spray		Gal	
Mattress Box		Each	
Mirror/Pic Box		Each	
Mop Heads		Each	
Poly 2-4mil		Roll	
Poly 6mil		Roll	
Respirator		Each	
Rest. Sponge		Each	
Safety Glasses		Each	
Shrink Wrap		Roll	
Spray Adhesive		Each	
Tape-Box		Roll	
Tape-Duct		Roll	
Tape-Masking		Roll	
Thermo Fog		Gal	
Trash Bags		Roll	
Wardrobe Box		Each	
Tyvek		Each	
N-95		Each	
Other Materials			

Work Description _____ Project Coordinatin & Execution _____

Time and Materials Daily Log



Job Name Harris Country DOE Packout
 Job Number 2595a100 Date 2/25/2021

On Location Clean Break 1
 Lunch Break 2

Water Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
GRS	Maxey	Ivery	7:45 AM	2:30 PM	7.5
GEL	Arresla	David	7 AM	2:30 PM	7.5
GCL	Burnett	Kingsley	7 AM	2:30 PM	7.5
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total
			Time in	Time Out	Total

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	10
Air Scrubber HEPA	ea	
Fogger	ea	
Generator < 10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	13
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	1
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Cin	ea	
Other Equipment		
HVAC air tool kit		
HVAC cut spray kit		
HVAC Auger		
HVAC Sweeper		

Materials Used		
Item	Unit	Quantity
Antimicrobial	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
ExPERT 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator	Each	
Rest. Sponge	Each	
Safety Glasses	Each	3
Shrink Wrap	Roll	
Spray Adhesive	Each	
Tape-Box	Roll	
Tape-Duct	Roll	
Tape-Masking	Roll	
Thermo Fog	Gal	
Trash Bags	Roll	
Wardrobe Box	Each	
Tyvek	Each	
N-95	Each	3
Other Materials		
Trash Can	Each	4
Text Cords	Each	12
Drip Pan	Each	13

Work Description Crew and I loaded, summed, delivered and set up
10 Air Movers and 13 Dehumidifiers.

Time and Materials Daily Log



Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25959100 Date 2.26.2021 Lunch none Break 1

Class	Last	First	Time on Job			Equipment Used		Materials Used			
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn			4 hrs	Air Compressor	ea		Antimicrobial	Gal	
						Air Mover	ea		Bookbox	Each	
						Air Scrubber HEPA	ea		Bubble Wrap	LF	
						Fogger	ea		Cleaning Cloths	lb	
						Generator<10kw	ea		Coil Cleaner	Gal	
						Lights Demolition	ea		Dishpack	Each	
						Moisture Meter	ea		Expert 828	Gal	
						Neg-Air Machine	ea		Furn Blanket	Each	
						Ozone Generator	ea		Glass Cleaner	Gal	
						Dehum. Ref. Sm	ea		Gloves/Latex	Each	
						Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
						Sprayer Airless	ea		Lin-Aire Block	Each	
						Thermohygrometer	ea		Lin-Aire Spray	Gal	
						TMU Extraction	ea		Mattress Box	Each	
						Moving Van 14-15'	ea		Mirror/Pic Box	Each	
						Moving Van 17-20'	ea		Mop Heads	Each	
						Moving Van 24-27'	ea		Poly 2-4mil	Roll	
						Truck - Box	ea		Poly 6mil	Roll	
						Vacuum Barrel	ea		Respirator	Each	
						Vacuum Hepa	ea		Rest. Sponge	Each	
						Vacuum Upright	ea		Safety Glasses	Each	
						Washer-High Press.	ea		Shrink Wrap	Roll	
						Portable Extractor	ea		Spray Adhesive	Each	
						Portable Carpet Cln	ea		Tape-Box	Roll	
						Other Equipment			Tape-Duct	Roll	
						HVAC air tool kit			Tape-Masking	Roll	
						HVAC cut spray kit			Thermo Fog	Gal	
						HVAC Auger			Trash Bags	Roll	
						HVAC Sweeper			Wardrobe Box	Each	
									Tyvek	Each	
									N-95	Each	
									Other Materials		

Work Description _____ Project Coordinatin & Execution



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2

Job Number 25959100 Date 2.27.2021 Lunch none Break 1

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn			4 hrs	Air Compressor	ea		Antimicrobial	Gal	
						Air Mover	ea		Bookbox	Each	
						Air Scrubber HEPA	ea		Bubble Wrap	LF	
						Fogger	ea		Cleaning Cloths	lb	
						Generator<10kw	ea		Coil Cleaner	Gal	
						Lights Demolition	ea		Dishpack	Each	
						Moisture Meter	ea		Expert 828	Gal	
						Neg-Air Machine	ea		Furn Blanket	Each	
						Ozone Generator	ea		Glass Cleaner	Gal	
						Dehum. Ref. Sm	ea		Gloves/Latex	Each	
						Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
						Sprayer Airless	ea		Lin-Aire Block	Each	
						Thermohygrometer	ea		Lin-Aire Spray	Gal	
						TMU Extraction	ea		Mattress Box	Each	
						Moving Van 14-15'	ea		Mirror/Pic Box	Each	
						Moving Van 17-20'	ea		Mop Heads	Each	
						Moving Van 24-27'	ea		Poly 2-4mil	Roll	
						Truck - Box	ea		Poly 6mil	Roll	
						Vacuum Barrel	ea		Respirator	Each	
						Vacuum Hepa	ea		Rest. Sponge	Each	
						Vacuum Upright	ea		Safety Glasses	Each	
						Van/Passenger	ea		Shrink Wrap	Roll	
						Washer-High Press.	ea		Spray Adhesive	Each	
						Portable Extractor	ea		Tape-Box	Roll	
						Portable Carpet Clin	ea		Tape-Duct	Roll	
						Other Equipment			Tape-Masking	Roll	
						HVAC air tool kit			Thermo Fog	Gal	
						HVAC cut spray kit			Trash Bags	Roll	
						HVAC Auger			Wardrobe Box	Each	
						HVAC Sweeper			Tyvek	Each	
									N-95	Each	
									Other Materials		

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
						Air Compressor	ea				
						Air Mover	ea				
						Air Scrubber HEPA	ea				
						Fogger	ea				
						Generator<10kw	ea				
						Lights Demolition	ea				
						Moisture Meter	ea				
						Neg-Air Machine	ea				
						Ozone Generator	ea				
						Dehum. Ref. Sm	ea				
						Dehum. Ref. Lrg	ea				
						Sprayer Airless	ea				
						Thermohygrometer	ea				
						TMU Extraction	ea				
						Moving Van 14-15'	ea				
						Moving Van 17-20'	ea				
						Moving Van 24-27'	ea				
						Truck - Box	ea				
						Vacuum Barrel	ea				
						Vacuum Hepa	ea				
						Vacuum Upright	ea				
						Van/Passenger	ea				
						Washer-High Press.	ea				
						Portable Extractor	ea				
						Portable Carpet Clin	ea				
						Other Equipment					
						HVAC air tool kit					
						HVAC cut spray kit					
						HVAC Auger					
						HVAC Sweeper					

Class	Last	First	Time on Job			Work Description
			Time in	Time Out	Total	
						Project Coordinatin & Execution



Time and Materials Daily Log

Job Name HCDE Job Number 25959100

Packout 2.27.2021 Date

On Location Clean 30 min Break 1

Water Break 2

Class	Last	First	Time on Job	
			Time in	Time Out
CL	Ramirez	Julian	730am	5pm
			Total	9 hrs
			Time in	730am
PM	Garcia	Jesse	5pm	9 hrs
			Total	9 hrs
			Time in	730am
CL	Wootton	Jeff	5pm	9 hrs
			Total	9 hrs
			Time in	730am
CL	Rojo	Leo	5pm	9 hrs
			Total	9 hrs
			Time in	730am
CL	Estrada	Joe	5pm	9 hrs
			Total	9 hrs
			Time in	730am
CL	Mendoza	Alfonso	5pm	9 hrs
			Total	9 hrs
			Time in	730am
CL	Castillo	Jesus	5pm	9 hrs
			Total	9 hrs
			Time in	730am
			Time in	730am
			Time Out	5pm
			Total	9 hrs
			Time in	730am
			Time Out	5pm
			Total	9 hrs
			Time in	730am
			Time Out	5pm
			Total	9 hrs

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohygrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Clin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Unit	
Biocide		Gal	
Bookbox		Each	
Bubble Wrap		LF	
Cleaning Cloths		lb	
Coil Cleaner		Gal	
Dishpack		Each	
Exxpert 828		Gal	
Furn Blanket		Each	
Glass Cleaner		Gal	
Gloves/Latex		Each	
Gloves/Leather		Each	
Lin-Aire Block		Each	
Lin-Aire Spray		Gal	
Mattress Box		Each	
Mirror/Pic Box		Each	
Mop Heads		Each	
Poly 2-4mil		Roll	
Poly 6mil		Roll	
Respirator-Full		Each	
Rest. Sponge		Each	
Safety Glasses		Each	
Shrink Wrap		Roll	
Spray Adhesive		Roll	
Tape-Box (blue)		Roll	
Tape-Duct		Roll	
Tape-Masking		Gal	
Thermo Fog		Roll	
Trash Bags		Each	
Wardrobe Box			
Twek			
N-95			
Other Materials			
dish pans			
trash cans			
extension cords			

Work Description _____ Demo



Time and Materials Daily Log

Job Name Harris Co Dept of Education
 Job Number 25959100

Packout Date 2.27.2021

On Location Clean Break 1
 30 min

Water Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used		
			Time in	Time Out	Item	Unit	Quantity	Item	Unit
					Air Compressor	ea		Biocide	Gal
					Air Mover	ea	70	Bookbox	Each
					Air Scrubber HEPA	ea		Bubble Wrap	LF
					Fogger	ea		Cleaning Cloths	lb
					Generator<10kw	ea		Coil Cleaner	Gal
					Lights Demolition	ea		Dishpack	Each
					Moisture Meter	ea		Exxpert 828	Gal
					Neg-Air Machine	ea		Furn Blanket	Each
					Ozone Generator	ea		Glass Cleaner	Gal
					Dehum. Ref. Sm	ea		Gloves/Latex	Each
					Dehum. Ref. Lrg	ea	12	Gloves/Leather	Each
					Sprayer Airless	ea		Lin-Aire Block	Each
					Thermohyrometer	ea		Lin-Aire Spray	Gal
					TMU Extraction	ea		Mattress Box	Each
					Moving Van 14-15'	ea		Mirror/Pic Box	Each
					Moving Van 17-20'	ea		Mop Heads	Each
					Moving Van 24-27'	ea		Poly 2-4mil	Roll
					Truck - Box	ea		Poly 6mil	Roll
					Vacuum Barrel	ea		Respirator -Full	Each
					Vacuum Hepa	ea		Rest. Sponge	Each
					Vacuum Upright	ea		Safety Glasses	Each
					Van/Passenger	ea		Shrink Wrap	Roll
					Washer-High Press.	ea		Spray Adhesive	Roll
					Portable Extractor	ea		Tape-Box (blue)	Roll
					Portable Carpet Clin	ea		Tape-Duct	Roll
					Other Equipment			Tape-Masking	Gal
					HVAC air tool kit			Thermo Fog	Roll
					HVAC sweeper			Trash Bags	Each
								Wardrobe Box	
								Tyvek	
								N-95	
								Other Materials	
								dish pans	
								trash cans	
								extension cords	

Work Description _____ **EQUIPMENT ONLY**



Time and Materials Daily Log

Job Name Harris Co Dept of Education
 Job Number 25959100

Packout Date 3.1.2021

On Location Clean Break 1
 30 min

Water Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used		
			Time in	Time Out	Item	Unit	Quantity	Item	Unit
					Air Compressor	ea		Biocide	Gal
					Air Mover	ea	70	Bookbox	Each
					Air Scrubber HEPA	ea		Bubble Wrap	LF
					Fogger	ea		Cleaning Cloths	lb
					Generator<10kw	ea		Coil Cleaner	Gal
					Lights Demolition	ea		Dishpack	Each
					Moisture Meter	ea		Exxpert 828	Gal
					Neg-Air Machine	ea		Furn Blanket	Each
					Ozone Generator	ea		Glass Cleaner	Gal
					Dehum. Ref. Sm	ea		Gloves/Latex	Each
					Dehum. Ref. Lrg	ea	12	Gloves/Leather	Each
					Sprayer Airless	ea		Lin-Aire Block	Each
					Thermohygrometer	ea		Lin-Aire Spray	Gal
					TMU Extraction	ea		Mattress Box	Each
					Moving Van 14-15'	ea		Mirror/Pic Box	Each
					Moving Van 17-20'	ea		Mop Heads	Each
					Moving Van 24-27'	ea		Poly 2-4mil	Roll
					Truck - Box	ea		Poly 6mil	Roll
					Vacuum Barrel	ea		Respirator -Full	Each
					Vacuum Hepa	ea		Rest. Sponge	Each
					Vacuum Upright	ea		Safety Glasses	Each
					Van/Passenger	ea		Shrink Wrap	Roll
					Washer-High Press.	ea		Spray Adhesive	Roll
					Portable Extractor	ea		Tape-Box (blue)	Roll
					Portable Carpet Cin	ea		Tape-Duct	Roll
					Other Equipment			Tape-Masking	Gal
					HVAC air tool kit			Thermo Fog	Roll
					HVAC sweeper			Trash Bags	Each
								Wardrobe Box	
								Tyvek	
								N-95	
								Other Materials	
								dish pans	
								trash cans	
								extension cords	

EQUIPMENT ONLY

Work Description _____



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water

Job Number 25959100 Date 3.3.2021 Lunch none Break 1 Break 1 Break 2 Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used			
			Time in	Time Out	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn	Time in		Air Compressor	ea		Antimicrobial	Gal	
			Time Out		Air Mover	ea		Bookbox	Each	
			Total	2 hrs	Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time in		Fogger	ea		Cleaning Cloths	lb	
			Time Out		Generator<10kw	ea		Coil Cleaner	Gal	
			Total		Lights Demolition	ea		Dishpack	Each	
			Time in		Moisture Meter	ea		Expert 828	Gal	
			Time Out		Neg-Air Machine	ea		Furn Blanket	Each	
			Total		Ozone Generator	ea		Glass Cleaner	Gal	
					Dehum. Ref. Sm	ea		Gloves/Latex	Each	
		Dehum. Ref. Lrg	ea		Gloves/Leather	Each				
		Sprayer Airless	ea		Lin-Aire Block	Each				
		Thermohygrometer	ea		Lin-Aire Spray	Gal				
		TMU Extraction	ea		Mattress Box	Each				
		Moving Van 14-15'	ea		Mirror/Pic Box	Each				
		Moving Van 17-20'	ea		Mop Heads	Each				
		Moving Van 24-27'	ea		Poly 2-4mil	Roll				
		Truck - Box	ea		Poly 6mil	Roll				
		Vacuum Barrel	ea		Respirator	Each				
		Vacuum Hepa	ea		Rest. Sponge	Each				
		Vacuum Upright	ea		Safety Glasses	Each				
		Van/Passenger	ea		Shrink Wrap	Roll				
		Washer-High Press.	ea		Spray Adhesive	Each				
		Portable Extractor	ea		Tape-Box	Roll				
		Portable Carpet Cin	ea		Tape-Duct	Roll				
		Other Equipment			Tape-Masking	Roll				
					Thermo Fog	Gal				
					Trash Bags	Roll				
					Wardrobe Box	Each				
					Tyvek	Each				
					N-95	Each				
					Other Materials					

Work Description _____ Project Coordinatin & Execution



Time and Materials Daily Log

Job Name Harris County Dept of Education Packout Other
 Job Number 25259100 3/3/2021

On Location Clean No Lunch Break 1 Break 2

Class	Last	First	Time on Job	
			Time in	Time Out
PM	Garcia	Jesse	12:00 PM	5:30 PM
			Total	5.5 hrs
			Time in	12:00 PM
CL	Ramirez	Julian	5:30 PM	5:30 PM
			Total	5.5 hrs
			Time in	12:00 PM
CL	Wooten	Jeff	5:30 PM	5:30 PM
			Total	5.5 hrs
			Time in	12:00 PM
CL	Herrera	Bryan	5:30 PM	5:30 PM
			Total	5.5 hrs
			Time in	12:00 PM
CL	Martinez	Chris	5:30 PM	5:30 PM
			Total	5.5 hrs
			Time in	12:00 PM
CL	Rojo	Leonardo	5:30 PM	5:30 PM
			Total	5.5 hrs
			Time in	12:00 PM
CL	Hernandez	Jose	5:30 PM	5:30 PM
			Total	5.5 hrs
			Time in	12:00 PM
CL	Estrada	Joe	5:30 PM	5:30 PM
			Total	5.5 hrs
			Time in	12:00 PM
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator <10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clh	ea	
Other Equipment		
HVAC air tool kit		
HVAC sweeper		

Materials Used		
Item	Unit	
Shockwave	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Expert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator -Full	Each	
Rest. Sponge	Each	
Safety Glasses	Each	
Shrink Wrap	Roll	
Spray Adhesive	Roll	
Tape-Box (blue)	Roll	
Tape-Duct	Roll	
Tape-Masking	Gal	
Thermo Fog	Roll	
Trash Bags	Each	
Wardrobe Box		
Tyvek		
N-95		
Other Materials		
Poles		
Zipppers		

Work Description _____ KTG Construction



Time and Materials Daily Log

Job Name Harris Co Dept of Education
 Job Number 25959100

Packout 3.3.2021 Date

On Location Clean 30 min Break 1

Water Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used		
			Time in	Time Out	Item	Unit	Quantity	Item	Unit
					Air Compressor	ea		Biocide	Gal
					Air Mover	ea	70	Bookbox	Each
					Air Scrubber HEPA	ea		Bubble Wrap	LF
					Fogger	ea		Cleaning Cloths	lb
					Generator<10kw	ea		Coil Cleaner	Gal
					Lights Demolition	ea		Dishpack	Each
					Moisture Meter	ea		Exxpert 828	Gal
					Neg-Air Machine	ea		Furn Blanket	Each
					Ozone Generator	ea		Glass Cleaner	Gal
					Dehum. Ref. Sm	ea		Gloves/Latex	Each
					Dehum. Ref. Lrg	ea	12	Gloves/Leather	Each
					Sprayer Airless	ea		Lin-Aire Block	Each
					Thermohygrometer	ea		Lin-Aire Spray	Gal
					TMU Extraction	ea		Mattress Box	Each
					Moving Van 14-15'	ea		Mirror/Pic Box	Each
					Moving Van 17-20'	ea		Mop Heads	Each
					Moving Van 24-27'	ea		Poly 2-4mil	Roll
					Truck - Box	ea		Poly 6mil	Roll
					Vacuum Barrel	ea		Respirator -Full	Each
					Vacuum Hepa	ea		Rest. Sponge	Each
					Vacuum Upright	ea		Safety Glasses	Each
					Van/Passenger	ea		Shrink Wrap	Roll
					Washer-High Press.	ea		Spray Adhesive	Roll
					Portable Extractor	ea		Tape-Box (blue)	Roll
					Portable Carpet Clin	ea		Tape-Duct	Roll
					Other Equipment			Tape-Masking	Gal
					HVAC air tool kit			Thermo Fog	Roll
					HVAC sweeper			Trash Bags	Each
								Wardrobe Box	
								Tyvek	
								N-95	
								Other Materials	
								dish pans	
								trash cans	
								extension cords	

EQUIPMENT ONLY

Work Description _____



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2

Job Number 25959100 Date 3.4.2021 Lunch none Break 1

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn			2 hrs	Air Compressor	ea		Antimicrobial	Gal	
						Air Mover	ea		Bookbox	Each	
						Air Scrubber HEPA	ea		Bubble Wrap	LF	
						Fogger	ea		Cleaning Cloths	lb	
						Generator<10kw	ea		Coil Cleaner	Gal	
						Lights Demolition	ea		Dishpack	Each	
						Moisture Meter	ea		Exxpert 828	Gal	
						Neg-Air Machine	ea		Furn Blanket	Each	
						Ozone Generator	ea		Glass Cleaner	Gal	
						Dehum. Ref. Sm	ea		Gloves/Latex	Each	
						Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
						Sprayer Airless	ea		Lin-Aire Block	Each	
						Thermohygrometer	ea		Lin-Aire Spray	Gal	
						TMU Extraction	ea		Mattress Box	Each	
						Moving Van 14-15'	ea		Mirror/Pic Box	Each	
						Moving Van 17-20'	ea		Mop Heads	Each	
						Moving Van 24-27'	ea		Poly 2-4mil	Roll	
						Truck - Box	ea		Poly 6mil	Roll	
						Vacuum Barrel	ea		Respirator	Each	
						Vacuum Hepa	ea		Rest. Sponge	Each	
						Vacuum Upright	ea		Safety Glasses	Each	
						Van/Passenger	ea		Shrink Wrap	Roll	
						Washer-High Press.	ea		Spray Adhesive	Each	
						Portable Extractor	ea		Tape-Box	Roll	
						Portable Carpet Clin	ea		Tape-Duct	Roll	
						Other Equipment			Tape-Masking	Roll	
						HVAC air tool kit			Thermo Fog	Gal	
						HVAC cut spray kit			Trash Bags	Roll	
						HVAC Auger			Wardrobe Box	Each	
						HVAC Sweeper			Tyvek	Each	
									N-95	Each	
									Other Materials		

Work Description _____ Project Coordinatin & Execution _____



Time and Materials Daily Log

Job Name Harris County Dept of Education Packout Other
 Job Number 25259100 3/4/2021 1 hour Break 1 15 min Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used	
			Time in	Time Out	Item	Unit	Item	Unit
PM	Garcia	Jesse	Time in	7:30 AM	Air Compressor	ea	Shockwave	Gal
			Time Out	5:30 PM	Air Mover	ea	Bookbox	Each
			Total	9 hrs	Air Scrubber HEPA	ea	Bubble Wrap	LF
CL	Ramirez	Julian	Time in	7:30 AM	Fogger	ea	Cleaning Cloths	lb
			Time Out	5:30 PM	Generator < 10kw	ea	Coil Cleaner	Gal
			Total	9 hrs	Lights Demolition	ea	Dishpack	Each
CL	Wooten	Jeff	Time in	7:30 AM	Moisture Meter	ea	Expert 828	Gal
			Time Out	5:30 PM	Neg-Air Machine	ea	Furn Blanket	Each
			Total	9 hrs	Ozone Generator	ea	Glass Cleaner	Gal
CL	Herrera	Bryan	Time in	7:30 AM	Dehum. Ref. Sm	ea	Gloves/Latex	Each
			Time Out	5:30 PM	Dehum. Ref. Lrg	ea	Gloves/Leather	Each
			Total	9 hrs	Sprayer Airless	ea	Lin-Aire Block	Each
CL	Martinez	Chris	Time in	7:30 AM	Thermohygrometer	ea	Lin-Aire Spray	Gal
			Time Out	5:30 PM	TMU Extraction	ea	Mattress Box	Each
			Total	9 hrs	Moving Van 14-15'	ea	Mirror/Pic Box	Each
CL	Estrada	Joe	Time in	7:30 AM	Moving Van 17-20'	ea	Mop Heads	Each
			Time Out	5:30 PM	Moving Van 24-27'	ea	Poly 2-4mil	Roll
			Total	9 hrs	Truck - Box	ea	Poly 6mil	Roll
CL	Arguilles	Mario	Time in	7:30 AM	Vacuum Barrel	ea	Respirator -Full	Each
			Time Out	5:30 PM	Vacuum Hepa	ea	Rest. Sponge	Each
			Total	9 hrs	Vacuum Upright	ea	Safety Glasses	Each
CL	Rojo	Leonardo	Time in	7:30 AM	Van/Passenger	ea	Shrink Wrap	Roll
			Time Out	5:30 PM	Washer-High Press.	ea	Spray Adhesive	Roll
			Total	9 hrs	Portable Extractor	ea	Tape-Box (blue)	Roll
			Time in		Portable Carpet Clin	ea	Tape-Duct	Roll
			Time Out		Other Equipment		Tape-Masking	Gal
			Total		HVAC air tool kit		Thermo Fog	Roll
			Time in		HVAC sweeper		Trash Bags	Each
			Time Out				Wardrobe Box	
			Total				Tyvek	
							N-95	
							Other Materials	
							Poles	
							Zippers	

Work Description _____ **KTG Construction**



Time and Materials Daily Log

Job Name Harris County Department Packout
 Job Number 25959100 Date 03-04-2021

On Location Clean Break 1
 Lunch

Water Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
GCS	Tarez	Gerardo	2:00 pm	6:00 pm	
GCS	Smith	Tyrell	2:00 pm	6:00 pm	
					4 hrs
			Time in		
			Time Out		
			Total		
			Time in		
			Time Out		
			Total		
			Time in		
			Time Out		
			Total		
			Time in		
			Time Out		
			Total		

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	5
Fogger	ea	
Generator <10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	6
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	1
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Cln	ea	
Other Equipment		
HVAC air tool kit		
HVAC cut spray kit		
HVAC Auger		
HVAC Sweeper		

Materials Used		
Item	Unit	Quantity
Antimicrobial	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Expert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator	Each	
Rest. Sponge	Each	
Safety Glasses	Each	2
Shrink Wrap	Roll	
Spray Adhesive	Each	
Tape-Box	Roll	
Tape-Duct	Roll	
Tape-Masking	Roll	
Thermo Fog	Gal	
Trash Bags	Roll	
Wardrobe Box	Each	
Tyvek	Each	
N-95	Each	2
Other Materials		

Work Description Drop of 5 Air scrubbers "2000"
Ant Set-up



Time and Materials Daily Log

Job Name HCDE Job Number 25959100 Date 3.5.2021 Packout On Location Clean Water Break 1 Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used			
			Time in	Time Out	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn	Time in		Air Compressor	ea		Antimicrobial	Gal	
			Time Out		Air Mover	ea		Bookbox	Each	
			Total	5 hrs	Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time in		Fogger	ea		Cleaning Cloths	lb	
			Time Out		Generator<10kw	ea		Coil Cleaner	Gal	
			Total		Lights Demolition	ea		Dishpack	Each	
			Time in		Moisture Meter	ea		Expert 828	Gal	
			Time Out		Neg-Air Machine	ea		Furn Blanket	Each	
			Total		Ozone Generator	ea		Glass Cleaner	Gal	
			Time in		Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			Time Out		Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			Total		Sprayer Airless	ea		Lin-Aire Block	Each	
			Time in		Thermohygrometer	ea		Lin-Aire Spray	Gal	
			Time Out		TMU Extraction	ea		Mattress Box	Each	
			Total		Moving Van 14-15'	ea		Mirror/Pic Box	Each	
			Time in		Moving Van 17-20'	ea		Mop Heads	Each	
			Time Out		Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			Total		Truck - Box	ea		Poly 6mil	Roll	
			Time in		Vacuum Barrel	ea		Respirator	Each	
			Time Out		Vacuum Hepa	ea		Rest. Sponge	Each	
			Total		Vacuum Upright	ea		Safety Glasses	Each	
			Time in		Van/Passenger	ea		Shrink Wrap	Roll	
			Time Out		Washer-High Press.	ea		Spray Adhesive	Each	
			Total		Portable Extractor	ea		Tape-Box	Roll	
			Time in		Portable Carpet Clin	ea		Tape-Duct	Roll	
			Time Out		Other Equipment			Tape-Masking	Roll	
			Total		HVAC air tool kit			Thermo Fog	Gal	
			Time in		HVAC cut spray kit			Trash Bags	Roll	
			Time Out		HVAC Auger			Wardrobe Box	Each	
			Total		HVAC Sweeper			Tyvek	Each	
								N-95	Each	
								Other Materials		

Work Description _____ Project Coordinatin & Execution _____



Time and Materials Daily Log

Job Name Harris County Dept of Education
 Job Number 25959100

Packout 3/5/2021

On Location Clean 1 hour Break 1

Other 15 min Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
PM	Garcia	Jesse	7:30 AM	5:30 PM	9 hrs
			Time in	Time Out	Total
			7:30 AM	5:30 PM	9 hrs
CL	Ramirez	Julian	7:30 AM	5:30 PM	9 hrs
			Time in	Time Out	Total
			7:30 AM	5:30 PM	9 hrs
CL	Wooten	Jeff	7:30 AM	5:30 PM	9 hrs
			Time in	Time Out	Total
			7:30 AM	5:30 PM	9 hrs
CL	Estrada	Joe	7:30 AM	5:30 PM	9 hrs
			Time in	Time Out	Total
			7:30 AM	5:30 PM	9 hrs
CL	Rojo	Leonardo	7:30 AM	5:30 PM	9 hrs
			Time in	Time Out	Total
			7:30 AM	5:30 PM	9 hrs
CL	Martinez	Chris	7:30 AM	5:30 PM	9 hrs
			Time in	Time Out	Total
			7:30 AM	5:30 PM	9 hrs
CL	Herrera	Bryan	7:30 AM	5:30 PM	9 hrs
			Time in	Time Out	Total
			7:30 AM	5:30 PM	9 hrs

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohygrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Clin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Unit	Quantity
Shockwave		Gal	
Bookbox		Each	
Bubble Wrap		LF	
Cleaning Cloths		lb	
Coil Cleaner		Gal	
Dishpack		Each	
Expert 828		Gal	
Furn Blanket		Each	
Glass Cleaner		Gal	
Gloves/Latex		Each	
Gloves/Leather		Each	
Lin-Aire Block		Each	
Lin-Aire Spray		Gal	
Mattress Box		Each	
Mirror/Pic Box		Each	
Mop Heads		Each	
Poly 2-4mil		Roll	
Poly 6mil		Roll	
Respirator -Full		Each	
Rest. Sponge		Each	
Safety Glasses		Each	
Shrink Wrap		Roll	
Spray Adhesive		Roll	
Tape-Box (blue)		Roll	
Tape-Duct		Roll	
Tape-Masking		Gal	
Thermo Fog		Roll	
Trash Bags		Each	
Wardrobe Box			
Tyvek			
N-95			
Other Materials			
Poles			
Zippers			

Work Description _____ **KTG Construction**



Time and Materials Daily Log

Job Name Harris Co Dept of Education
 Job Number 25959100

Packout Date 3.5.2021

On Location Clean Break 1
 30 min

Water Break 2

Class	Last	First	Time on Job	
			Time in	Time Out
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		Unit	Quantity
Air Compressor	ea		
Air Mover	ea		70
Air Scrubber HEPA	ea		5
Fogger	ea		
Generator<10kw	ea		
Lights Demolition	ea		
Moisture Meter	ea		
Neg-Air Machine	ea		
Ozone Generator	ea		
Dehum. Ref. Sm	ea		
Dehum. Ref. Lrg	ea		12
Sprayer Airless	ea		
Thermohygrometer	ea		
TMU Extraction	ea		
Moving Van 14-15'	ea		
Moving Van 17-20'	ea		
Moving Van 24-27'	ea		
Truck - Box	ea		
Vacuum Barrel	ea		
Vacuum Hepa	ea		
Vacuum Upright	ea		
Van/Passenger	ea		
Washer-High Press.	ea		
Portable Extractor	ea		
Portable Carpet Cln	ea		
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Unit
Biocide		Gal
Bookbox		Each
Bubble Wrap		LF
Cleaning Cloths		lb
Coil Cleaner		Gal
Dishpack		Each
Exxpert 828		Gal
Furn Blanket		Each
Glass Cleaner		Gal
Gloves/Latex		Each
Gloves/Leather		Each
Lin-Aire Block		Each
Lin-Aire Spray		Gal
Mattress Box		Each
Mirror/Pic Box		Each
Mop Heads		Each
Poly 2-4mil		Roll
Poly 6mil		Roll
Respirator -Full		Each
Rest. Sponge		Each
Safety Glasses		Each
Shrink Wrap		Roll
Spray Adhesive		Roll
Tape-Box (blue)		Roll
Tape-Duct		Roll
Tape-Masking		Gal
Thermo Fog		Roll
Trash Bags		Each
Wardrobe Box		
Tyvek		
N-95		
Other Materials		
dish pans		
trash cans		
extension cords		

EQUIPMENT ONLY

Work Description _____



Time and Materials Daily Log

Job Name HCDE Job Number 25959100 Date 3.6.2021 Packout On Location Clean Water Break 1 Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used	
			Time in	Time Out	Item	Unit	Item	Unit
PJC	Primeaux	Shawn	Time in		Air Compressor	ea	Antimicrobial	Gal
			Time Out		Air Mover	ea	Bookbox	Each
			Total	1 hr	Air Scrubber HEPA	ea	Bubble Wrap	LF
			Time in		Fogger	ea	Cleaning Cloths	lb
			Time Out		Generator < 10kw	ea	Coil Cleaner	Gal
			Total		Lights Demolition	ea	Dishpack	Each
			Time in		Moisture Meter	ea	Exxert 828	Gal
			Time Out		Neg-Air Machine	ea	Furn Blanket	Each
			Total		Ozone Generator	ea	Glass Cleaner	Gal
			Time in		Dehum. Ref. Sm	ea	Gloves/Latex	Each
			Time Out		Dehum. Ref. Lrg	ea	Gloves/Leather	Each
			Total		Sprayer Airless	ea	Lin-Aire Block	Each
			Time in		Thermohygrometer	ea	Lin-Aire Spray	Gal
			Time Out		TMU Extraction	ea	Mattress Box	Each
			Total		Moving Van 14-15'	ea	Mirror/Pic Box	Each
			Time in		Moving Van 17-20'	ea	Mop Heads	Each
			Time Out		Moving Van 24-27'	ea	Poly 2-4mil	Roll
			Total		Truck - Box	ea	Poly 6mil	Roll
			Time in		Vacuum Barrel	ea	Respirator	Each
			Time Out		Vacuum Hepa	ea	Rest. Sponge	Each
			Total		Vacuum Upright	ea	Safety Glasses	Each
			Time in		Van/Passenger	ea	Shrink Wrap	Roll
			Time Out		Washer-High Press.	ea	Spray Adhesive	Each
			Total		Portable Extractor	ea	Tape-Box	Roll
			Time in		Portable Carpet Clh	ea	Tape-Duct	Roll
			Time Out		Other Equipment		Tape-Masking	Roll
			Total		HVAC air tool kit		Thermo Fog	Gal
			Time in		HVAC cut spray kit		Trash Bags	Roll
			Time Out		HVAC Auger		Wardrobe Box	Each
			Total		HVAC Sweeper		Tyvek	Each
							N-95	Each
							Other Materials	

Work Description _____ Project Coordinatin & Execution



Time and Materials Daily Log

Job Name Harris County Dept of Education Job Number 25959100 3/6/2021 Packout On Location Clean Other 1 hour Break 1 15 min Break 2

Class	Last	First	Time on Job			Equipment Used		Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit
PM _r	Garcia	Jesse	7:30 AM	5:30 PM	9 hrs	Air Compressor	ea		Shockwave	Gal
						Air Mover	ea		Bookbox	Each
						Air Scrubber HEPA	ea		Bubble Wrap	LF
CL	Garcia	Lucas	7:30 AM	5:30 PM	9 hrs	Fogger	ea		Cleaning Cloths	lb
						Generator <10kw	ea		Coil Cleaner	Gal
						Lights Demolition	ea		Dishpack	Each
CL	Estrada	Joe	7:30 AM	5:30 PM	9 hrs	Moisture Meter	ea		Expert 828	Gal
						Neg-Air Machine	ea		Furn Blanket	Each
						Ozone Generator	ea		Glass Cleaner	Gal
CL	Martinez	Chris	7:30 AM	5:30 PM	9 hrs	Dehum. Ref. Sm	ea		Gloves/Latex	Each
						Dehum. Ref. Lrg	ea		Gloves/Leather	Each
						Sprayer Airless	ea		Lin-Aire Block	Each
CL	Herrera	Bryan	7:30 AM	5:30 PM	9 hrs	Thermohygrometer	ea		Lin-Aire Spray	Gal
						TMU Extraction	ea		Mattress Box	Each
						Moving Van 14-15'	ea		Mirror/Pic Box	Each
						Moving Van 17-20'	ea	Mop Heads	Each	
						Moving Van 24-27'	ea	Poly 2-4mil	Roll	
						Truck - Box	ea	Poly 6mil	Roll	
						Vacuum Barrel	ea	Respirator -Full	Each	
						Vacuum Hepa	ea	Rest. Sponge	Each	
						Vacuum Upright	ea	Safety Glasses	Each	
						Van/Passenger	ea	Shrink Wrap	Roll	
						Washer-High Press.	ea	Spray Adhesive	Roll	
						Portable Extractor	ea	Tape-Box (blue)	Roll	
						Portable Carpet Clin	ea	Tape-Duct	Roll	
						Other Equipment		Tape-Masking	Gal	
						HVAC air tool kit		Thermo Fog	Roll	
						HVAC sweeper		Trash Bags	Each	
								Wardrobe Box		
								Tyvek		
								N-95		
								Other Materials		
								Poles		
								Zippers		

Work Description _____ **KTG Construction**



Time and Materials Daily Log

Job Name Harris Co Dept of Education
 Job Number 25959100

Packout 3.7.2021 Date

On Location Clean 30 min Break 1

Water Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used		
			Time in	Time Out	Item	Unit	Quantity	Item	Unit
			Time in		Air Compressor	ea		Biocide	Gal
			Time Out		Air Mover	ea	70	Bookbox	Each
			Total		Air Scrubber HEPA	ea	5	Bubble Wrap	LF
			Time in		Fogger	ea		Cleaning Cloths	lb
			Time Out		Generator<10kw	ea		Coil Cleaner	Gal
			Total		Lights Demolition	ea		Dishpack	Each
			Time in		Moisture Meter	ea		Exxpert 828	Gal
			Time Out		Neg-Air Machine	ea		Furn Blanket	Each
			Total		Ozone Generator	ea		Glass Cleaner	Gal
			Time in		Dehum. Ref. Sm	ea		Gloves/Latex	Each
			Time Out		Dehum. Ref. Lrg	ea	12	Gloves/Leather	Each
			Total		Sprayer Airless	ea		Lin-Aire Block	Each
			Time in		Thermohygrometer	ea		Lin-Aire Spray	Gal
			Time Out		TMJ Extraction	ea		Mattress Box	Each
			Total		Moving Van 14-15'	ea		Mirror/Pic Box	Each
			Time in		Moving Van 17-20'	ea		Mop Heads	Each
			Time Out		Moving Van 24-27'	ea		Poly 2-4mil	Roll
			Total		Truck - Box	ea		Poly 6mil	Roll
			Time in		Vacuum Barrel	ea		Respirator-Full	Each
			Time Out		Vacuum Hepa	ea		Rest. Sponge	Each
			Total		Vacuum Upright	ea		Safety Glasses	Each
			Time in		Van/Passenger	ea		Shrink Wrap	Roll
			Time Out		Washer-High Press.	ea		Spray Adhesive	Roll
			Total		Portable Extractor	ea		Tape-Box (blue)	Roll
			Time in		Portable Carpet Cln	ea		Tape-Duct	Roll
			Time Out		Other Equipment			Tape-Masking	Gal
			Total		HVAC air tool kit			Thermo Fog	Roll
			Time in		HVAC sweeper			Trash Bags	Each
			Time Out					Wardrobe Box	
			Total					Tyvek	
								N-95	
								Other Materials	
								dish pans	
								trash cans	
								extension cords	

Work Description _____ **EQUIPMENT ONLY**



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25959100 Date 3.8.2021 Lunch none Break 1

Class	Last	First	Time on Job	Equipment Used	Materials Used
			Time in	Item	Item
			Time Out	Unit	Unit
			Total	Quantity	Quantity
PJC	Primeaux	Shawn	1 hr	Air Compressor	Antimicrobial
				Air Mover	Bookbox
				Air Scrubber HEPA	Bubble Wrap
				Fogger	Cleaning Cloths
				Generator<10kw	Coil Cleaner
				Lights Demolition	Dishpack
				Moisture Meter	Expert 828
				Neg-Air Machine	Furn Blanket
				Ozone Generator	Glass Cleaner
				Dehum. Ref. Sm	Gloves/Latex
				Dehum. Ref. Lrg	Gloves/Leather
				Sprayer Airless	Lin-Aire Block
				Thermohygrometer	Lin-Aire Spray
				TMU Extraction	Mattress Box
				Moving Van 14-15'	Mirror/Pic Box
				Moving Van 17-20'	Mop Heads
				Moving Van 24-27'	Poly 2-4mil
				Truck - Box	Poly 6mil
				Vacuum Barrel	Respirator
				Vacuum Hepa	Rest. Sponge
				Vacuum Upright	Safety Glasses
				Van/Passenger	Shrink Wrap
				Washer-High Press.	Spray Adhesive
				Portable Extractor	Tape-Box
				Portable Carpet Cln	Tape-Duct
				Other Equipment	Tape-Masking
				HVAC air tool kit	Thermo Fog
				HVAC cut spray kit	Trash Bags
				HVAC Auger	Wardrobe Box
				HVAC Sweeper	Tyvek
					N-95
					Other Materials

Class	Last	First	Time on Job	Equipment Used	Materials Used
			Time in	Item	Item
			Time Out	Unit	Unit
			Total	Quantity	Quantity
				Air Compressor	Antimicrobial
				Air Mover	Bookbox
				Air Scrubber HEPA	Bubble Wrap
				Fogger	Cleaning Cloths
				Generator<10kw	Coil Cleaner
				Lights Demolition	Dishpack
				Moisture Meter	Expert 828
				Neg-Air Machine	Furn Blanket
				Ozone Generator	Glass Cleaner
				Dehum. Ref. Sm	Gloves/Latex
				Dehum. Ref. Lrg	Gloves/Leather
				Sprayer Airless	Lin-Aire Block
				Thermohygrometer	Lin-Aire Spray
				TMU Extraction	Mattress Box
				Moving Van 14-15'	Mirror/Pic Box
				Moving Van 17-20'	Mop Heads
				Moving Van 24-27'	Poly 2-4mil
				Truck - Box	Poly 6mil
				Vacuum Barrel	Respirator
				Vacuum Hepa	Rest. Sponge
				Vacuum Upright	Safety Glasses
				Van/Passenger	Shrink Wrap
				Washer-High Press.	Spray Adhesive
				Portable Extractor	Tape-Box
				Portable Carpet Cln	Tape-Duct
				Other Equipment	Tape-Masking
				HVAC air tool kit	Thermo Fog
				HVAC cut spray kit	Trash Bags
				HVAC Auger	Wardrobe Box
				HVAC Sweeper	Tyvek
					N-95
					Other Materials

Class	Last	First	Time on Job	Equipment Used	Materials Used
			Time in	Item	Item
			Time Out	Unit	Unit
			Total	Quantity	Quantity
PJC	Primeaux	Shawn	1 hr	Air Compressor	Antimicrobial
				Air Mover	Bookbox
				Air Scrubber HEPA	Bubble Wrap
				Fogger	Cleaning Cloths
				Generator<10kw	Coil Cleaner
				Lights Demolition	Dishpack
				Moisture Meter	Expert 828
				Neg-Air Machine	Furn Blanket
				Ozone Generator	Glass Cleaner
				Dehum. Ref. Sm	Gloves/Latex
				Dehum. Ref. Lrg	Gloves/Leather
				Sprayer Airless	Lin-Aire Block
				Thermohygrometer	Lin-Aire Spray
				TMU Extraction	Mattress Box
				Moving Van 14-15'	Mirror/Pic Box
				Moving Van 17-20'	Mop Heads
				Moving Van 24-27'	Poly 2-4mil
				Truck - Box	Poly 6mil
				Vacuum Barrel	Respirator
				Vacuum Hepa	Rest. Sponge
				Vacuum Upright	Safety Glasses
				Van/Passenger	Shrink Wrap
				Washer-High Press.	Spray Adhesive
				Portable Extractor	Tape-Box
				Portable Carpet Cln	Tape-Duct
				Other Equipment	Tape-Masking
				HVAC air tool kit	Thermo Fog
				HVAC cut spray kit	Trash Bags
				HVAC Auger	Wardrobe Box
				HVAC Sweeper	Tyvek
					N-95
					Other Materials

Work Description _____ Project Coordinatin & Execution



Time and Materials Daily Log

Job Name Harris County Dept of Education Packout Other
 Job Number 25959100 3/8/2021 15 min Break 1 1 hour Break 2 15 min

On Location Clean Break 1 1 hour Break 2 15 min

Class	Last	First	Time on Job		
			Time in	Time Out	Total
PM	Garcia	Jesse	7:30 AM	5:30 PM	9 hrs
CL	Ramirez	Julian	7:30 AM	5:30 PM	9 hrs
CL	Estrada	Joe	7:30 AM	5:30 PM	9 hrs
CL	Martinez	Chris	7:30 AM	5:30 PM	9 hrs
CL	Herrera	Bryan	7:30 AM	5:30 PM	9 hrs
CL	Wooten	Jeff	7:30 AM	5:30 PM	9 hrs
CL	Ramirez	Eduardo	7:30 AM	5:30 PM	9 hrs
CL	Maldonado	Alfonso	7:30 AM	5:30 PM	9 hrs
CL	Navarro	Mauricio	7:30 AM	5:30 PM	9 hrs
CL	Hernandez	Jose	7:30 AM	5:30 PM	9 hrs

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohyrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Cin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Item	Unit
		Shockwave	Gal
		Bookbox	Each
		Bubble Wrap	LF
		Cleaning Cloths	lb
		Coil Cleaner	Gal
		Dishpack	Each
		Exxpert 828	Gal
		Furn Blanket	Each
		Glass Cleaner	Gal
		Gloves/Latex	Each
		Gloves/Leather	Each
		Lin-Aire Block	Each
		Lin-Aire Spray	Gal
		Mattress Box	Each
		Mirror/Pic Box	Each
		Mop Heads	Each
		Poly 2-4mil	Roll
		Poly 6mil	Roll
		Respirator -Full	Each
		Rest. Sponge	Each
		Safety Glasses	Each
		Shrink Wrap	Roll
		Spray Adhesive	Roll
		Tape-Box (blue)	Roll
		Tape-Duct	Roll
		Tape-Masking	Gal
		Thermo Fog	Roll
		Trash Bags	Each
		Wardrobe Box	
		Tyvek	
		N-95	
		Other Materials	
		Poles	
		Zippers	

Work Description _____ **KTG Construction**



Time and Materials Daily Log

Job Name Harris County Dept of Education Packout Other
 Job Number 25959100 3/8/2021 15 min Break 2

On Location Clean Break 1 1 hour

Class	Last	First	Time on Job	
			Time in	Time Out
CL	Carreon	Gabrielle	7:30 AM	5:30 PM
			Total	9 hrs
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohyrometer		ea	
TMJ Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Clin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Item	Unit
		Shockwave	Gal
		Bookbox	Each
		Bubble Wrap	LF
		Cleaning Cloths	lb
		Coil Cleaner	Gal
		Dishpack	Each
		Exxpert 828	Gal
		Furn Blanket	Each
		Glass Cleaner	Gal
		Gloves/Latex	Each
		Gloves/Leather	Each
		Lin-Aire Block	Each
		Lin-Aire Spray	Gal
		Mattress Box	Each
		Mirror/Pic Box	Each
		Mop Heads	Each
		Poly 2-4mil	Roll
		Poly 6mil	Roll
		Respirator -Full	Each
		Rest. Sponge	Each
		Safety Glasses	Each
		Shrink Wrap	Roll
		Spray Adhesive	Roll
		Tape-Box (blue)	Roll
		Tape-Duct	Roll
		Tape-Masking	Gal
		Thermo Fog	Roll
		Trash Bags	Each
		Wardrobe Box	
		Tyvek	
		N-95	
		Other Materials	
		Poles	
		Zippers	

Work Description KTG Construction



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25959100 3.9.2021 Date none Break 1

Class	Last	First	Time on Job		Equipment Used		Materials Used	
			Time in	Time Out	Item	Unit	Item	Unit
GRS	Davis	Anthony	Time in	12pm	Air Compressor	ea	Biocide	Gal
			Time Out	2pm	Air Mover	ea	Bookbox	Each
			Total	2 hrs	Air Scrubber HEPA	ea	Bubble Wrap	LF
GCL	Johnson	Byron	Time in	12pm	Fogger	ea	Cleaning Cloths	lb
			Time Out	2pm	Generator<10kw	ea	Coil Cleaner	Gal
			Total	2 hrs	Lights Demolition	ea	Dishpack	Each
			Time in		Moisture Meter	ea	Exxpert 828	Gal
			Time Out		Neg-Air Machine	ea	Furn Blanket	Each
			Total		Ozone Generator	ea	Glass Cleaner	Gal
			Time in		Dehum. Ref. Sm	ea	Gloves/Latex	Each
			Time Out		Dehum. Ref. Lrg	ea	Gloves/Leather	Each
			Total	12	Sprayer Airless	ea	Lin-Aire Block	Each
			Time in		Thermohyrometer	ea	Lin-Aire Spray	Gal
			Time Out		TMU Extraction	ea	Mattress Box	Each
			Total		Moving Van 14-15'	ea	Mirror/Pic Box	Each
			Time in		Moving Van 17-20'	ea	Mop Heads	Each
			Time Out		Moving Van 24-27'	ea	Poly 2-4mil	Roll
			Total		Truck - Box	ea	Poly 6mil	Roll
			Time in	1	Vacuum Barrel	ea	Respirator-Full	Each
			Time Out		Vacuum Hepa	ea	Rest. Sponge	Each
			Total		Vacuum Upright	ea	Safety Glasses	Each
			Time in		Van/Passenger	ea	Shrink Wrap	Roll
			Time Out		Washer-High Press.	ea	Spray Adhesive	Roll
			Total		Portable Extractor	ea	Tape-Box (blue)	Roll
			Time in		Portable Carpet Cln	ea	Tape-Duct	Roll
			Time Out		Other Equipment		Tape-Masking	Gal
			Total		HVAC air tool kit		Thermo Fog	Roll
			Time in		HVAC sweeper		Trash Bags	Each
			Time Out				Wardrobe Box	Each
			Total				Tyvek	
							N-95	
							Other Materials	
							dish pans	
							trash cans	
							extension cords	

Work Description _____ **Monitoring** _____



Time and Materials Daily Log

Job Name Harris County Dept of Education Packout Other
 Job Number 25959100 3/9/2021 15 min Break 2

On Location Clean Break 1 1 hour

Class	Last	First	Time on Job		
			Time in	Time Out	Total
pm	Garcia	Jesse	7:30 AM	5:30 PM	9 hrs
CL	Ramirez	Julian	7:30 AM	5:30 PM	9 hrs
CL	Estrada	Joe	7:30 AM	5:30 PM	9 hrs
CL	Martinez	Chris	7:30 AM	5:30 PM	9 hrs
CL	Herrera	Bryan	7:30 AM	5:30 PM	9 hrs
CL	Wooten	Jeff	7:30 AM	5:30 PM	9 hrs
CL	Ramirez	Eduardo	7:30 AM	5:30 PM	9 hrs
CL	Mendoza	Alfonso	7:30 AM	5:30 PM	9 hrs
CL	Navarro	Mauricio	7:30 AM	5:30 PM	9 hrs
CL	Hernandez	Jose	7:30 AM	5:30 PM	9 hrs

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohyrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Clin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Item	Unit
		Shockwave	Gal
		Bookbox	Each
		Bubble Wrap	LF
		Cleaning Cloths	lb
		Coil Cleaner	Gal
		Dishpack	Each
		Exxpert 828	Gal
		Furn Blanket	Each
		Glass Cleaner	Gal
		Gloves/Latex	Each
		Gloves/Leather	Each
		Lin-Aire Block	Each
		Lin-Aire Spray	Gal
		Mattress Box	Each
		Mirror/Pic Box	Each
		Mop Heads	Each
		Poly 2-4mil	Roll
		Poly 6mil	Roll
		Respirator -Full	Each
		Rest. Sponge	Each
		Safety Glasses	Each
		Shrink Wrap	Roll
		Spray Adhesive	Roll
		Tape-Box (blue)	Roll
		Tape-Duct	Roll
		Tape-Masking	Gal
		Thermo Fog	Roll
		Trash Bags	Each
		Wardrobe Box	
		Tyvek	
		N-95	
		Other Materials	
		Poles	
		Zippers	

Work Description KTG Construction



Time and Materials Daily Log

Job Name Harris County Dept of Education
 Job Number 25959100

Packout 3/9/2021

On Location Clean Break 1

Other Break 2

15 min

Class	Last	First	Time on Job	
			Time in	Time Out
CL	Carreon	Gabrielle	7:30 AM	5:30 PM
			Total	9 hrs
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohyrometer		ea	
TMJ Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Clin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Item	Unit
		Shockwave	Gal
		Bookbox	Each
		Bubble Wrap	LF
		Cleaning Cloths	lb
		Coil Cleaner	Gal
		Dishpack	Each
		Expert 828	Gal
		Furn Blanket	Each
		Glass Cleaner	Gal
		Gloves/Latex	Each
		Gloves/Leather	Each
		Lin-Aire Block	Each
		Lin-Aire Spray	Gal
		Mattress Box	Each
		Mirror/Pic Box	Each
		Mop Heads	Each
		Poly 2-4mil	Roll
		Poly 6mil	Roll
		Respirator -Full	Each
		Rest. Sponge	Each
		Safety Glasses	Each
		Shrink Wrap	Roll
		Spray Adhesive	Roll
		Tape-Box (blue)	Roll
		Tape-Duct	Roll
		Tape-Masking	Gal
		Thermo Fog	Roll
		Trash Bags	Each
		Wardrobe Box	
		Tyvek	
		N-95	
		Other Materials	
		Poles	
		Zippers	

Work Description _____ **KTG Construction**



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water

Job Number 25959100 Date 3.10.2021 Lunch none Break 1 Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used			
			Time in	Time Out	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn	Time in		Air Compressor	ea		Antimicrobial	Gal	
			Time Out		Air Mover	ea		Bookbox	Each	
			Total	1 hr	Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time in		Fogger	ea		Cleaning Cloths	lb	
			Time Out		Generator<10kw	ea		Coil Cleaner	Gal	
			Total		Lights Demolition	ea		Dishpack	Each	
			Time in		Moisture Meter	ea		Expert 828	Gal	
			Time Out		Neg-Air Machine	ea		Furn Blanket	Each	
			Total		Ozone Generator	ea		Glass Cleaner	Gal	
			Time in		Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			Time Out		Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			Total		Sprayer Airless	ea		Lin-Aire Block	Each	
			Time in		Thermohyrometer	ea		Lin-Aire Spray	Gal	
			Time Out		TMU Extraction	ea		Mattress Box	Each	
			Total		Moving Van 14-15'	ea		Mirror/Pic Box	Each	
			Time in		Moving Van 17-20'	ea		Mop Heads	Each	
			Time Out		Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			Total		Truck - Box	ea		Poly 6mil	Roll	
			Time in		Vacuum Barrel	ea		Respirator	Each	
			Time Out		Vacuum Hepa	ea		Rest. Sponge	Each	
			Total		Vacuum Upright	ea		Safety Glasses	Each	
			Time in		Van/Passenger	ea		Shrink Wrap	Roll	
			Time Out		Washer-High Press.	ea		Spray Adhesive	Each	
			Total		Portable Extractor	ea		Tape-Box	Roll	
			Time in		Portable Carpet Clh	ea		Tape-Duct	Roll	
			Time Out		Other Equipment			Tape-Masking	Roll	
			Total		HVAC air tool kit			Thermo Fog	Gal	
			Time in		HVAC cut spray kit			Trash Bags	Roll	
			Time Out		HVAC Auger			Wardrobe Box	Each	
			Total		HVAC Sweeper			Tyvek	Each	
								N-95	Each	
								Other Materials		

Work Description _____ Project Coordinatin & Execution _____



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25959100 3.10.2021 Date 1 hr Break 1

Class	Last	First	Time on Job		
			Time in	Time Out	Total
PM	Garcia	Jesse	730am		
			530pm		
			Total	9 hrs	
CL	Ramirez	Julian	730am		
			530pm		
			Total	9 hrs	
CL	Wootton	Jesse	730am		
			530pm		
			Total	9 hrs	
CL	Ramirez	Eduardo	730am		
			530pm		
			Total	9 hrs	
CL	<i>Mendoza</i>	Alfonso	730am		
			530pm		
			Total	9 hrs	
CL	Navaro	Mauricio	730am		
			530pm		
			Total	9 hrs	
CL	Hernandez	Jose	730am		
			530pm		
			Total	9 hrs	
CL	Carreon	Gabrielle	730am		
			530pm		
			Total	9 hrs	
CI	Estrada	Joe	730am		
			530pm		
			Total	9 hrs	
CL	Martinez	Chris	730am		
			530pm		
			Total	9 hrs	

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator<10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airtless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clin	ea	
Other Equipment		
HVAC air tool kit		
HVAC sweeper		

Materials Used		
Item	Unit	Quantity
Biocide	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Exxpert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator -Full	Each	
Rest. Sponge	Each	
Safety Glasses	Each	
Shrink Wrap	Roll	
Spray Adhesive	Roll	
Tape-Box (blue)	Roll	
Tape-Duct	Roll	
Tape-Masking	Gal	
Thermo Fog	Roll	
Trash Bags	Each	
Wardrobe Box		
Tyvek		
N-95		
Other Materials		
dish pans		
trash cans		
extension cords		

Work Description _____ **Demo**



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25959100 3.10.2021 Date 1 hr Break 1

Class	Last	First	Time on Job		Equipment Used		Materials Used		
			Time in	Time Out	Item	Unit	Quantity	Item	Unit
CL	Herrera	Bryan	Time in	730am	Air Compressor	ea		Biocide	Gal
			Time Out	530pm	Air Mover	ea		Bookbox	Each
			Total	9 hrs	Air Scrubber HEPA	ea		Bubble Wrap	LF
			Time in		Fogger	ea		Cleaning Cloths	lb
			Time Out		Generator<10kw	ea		Coil Cleaner	Gal
			Total		Lights Demolition	ea		Dishpack	Each
			Time in		Moisture Meter	ea		Exxpert 828	Gal
			Time Out		Neg-Air Machine	ea		Furn Blanket	Each
			Total		Ozone Generator	ea		Glass Cleaner	Gal
			Time in		Dehum. Ref. Sm	ea		Gloves/Latex	Each
			Time Out		Dehum. Ref. Lrg	ea		Gloves/Leather	Each
			Total		Sprayer Airless	ea		Lin-Aire Block	Each
			Time in		Thermohygrometer	ea		Lin-Aire Spray	Gal
			Time Out		TMU Extraction	ea		Mattress Box	Each
			Total		Moving Van 14-15'	ea		Mirror/Pic Box	Each
			Time in		Moving Van 17-20'	ea		Mop Heads	Each
			Time Out		Moving Van 24-27'	ea		Poly 2-4mil	Roll
			Total		Truck - Box	ea		Poly 6mil	Roll
			Time in		Vacuum Barrel	ea		Respirator - Full	Each
			Time Out		Vacuum Hepa	ea		Rest. Sponge	Each
			Total		Vacuum Upright	ea		Safety Glasses	Each
			Time in		Vani/Passenger	ea		Shrink Wrap	Roll
			Time Out		Washer-High Press.	ea		Spray Adhesive	Roll
			Total		Portable Extractor	ea		Tape-Box (blue)	Roll
			Time in		Portable Carpet Cin	ea		Tape-Duct	Roll
			Time Out		Other Equipment			Tape-Masking	Gal
			Total		HVAC air tool kit			Thermo Fog	Roll
			Time in		HVAC sweeper			Trash Bags	Each
			Time Out					Wardrobe Box	
			Total					Tyvek	
								N-95	
								Other Materials	
								dish pans	
								trash cans	
								extension cords	

Work Description _____ **Demo**



Time and Materials Daily Log

Job Name Harris Co Dept of Education
 Job Number 25959100

Packout Date 3.10.2021

On Location Clean Break 1
 30 min

Water Break 2

Class	Last	First	Time on Job	
			Time in	Time Out
GRS	Perez	Steven	2pm	
			5pm	
			Total	2.5 hrs
GCL	Perez	Jorge	2pm	
			5pm	
			Total	2.5 hrs
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	69
Air Scrubber HEPA		ea	3
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	12
Sprayer Airless		ea	
Thermohygrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	1
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Cln		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Unit	
Biocide		Gal	
Bookbox		Each	
Bubble Wrap		LF	
Cleaning Cloths		lb	
Coil Cleaner		Gal	
Dishpack		Each	
Exxpert 828		Gal	
Furn Blanket		Each	
Glass Cleaner		Gal	
Gloves/Latex		Each	4
Gloves/Leather		Each	
Lin-Aire Block		Each	
Lin-Aire Spray		Gal	
Mattress Box		Each	
Mirror/Pic Box		Each	
Mop Heads		Each	
Poly 2-4mil		Roll	
Poly 6mil		Roll	
Respirator -Full		Each	
Rest. Sponge		Each	
Safety Glasses		Each	2
Shrink Wrap		Roll	
Spray Adhesive		Roll	
Tape-Box (blue)		Roll	
Tape-Duct		Roll	
Tape-Masking		Gal	
Thermo Fog		Roll	
Trash Bags		Each	
Wardrobe Box			
Twek			
N-95			2
Other Materials			
dish pans			
trash cans			
extension cords			

Work Description _____ **picked up equipment (69 fans & 12 lrg's)**



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water
 Job Number 25959100 Date 3.11.2021 Lunch none Break 1 Break 1 Break 2 Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used	
			Time in	Time Out	Item	Unit	Item	Unit
PJC	Primeaux	Shawn			Air Compressor	ea	Antimicrobial	Gal
				1 hr	Air Mover	ea	Bookbox	Each
					Air Scrubber HEPA	ea	Bubble Wrap	LF
					Fogger	ea	Cleaning Cloths	lb
					Generator<10kw	ea	Coil Cleaner	Gal
					Lights Demolition	ea	Dishpack	Each
					Moisture Meter	ea	Expert 828	Gal
					Neg-Air Machine	ea	Fum Blanket	Each
					Ozone Generator	ea	Glass Cleaner	Gal
					Dehum. Ref. Sm	ea	Gloves/Latex	Each
					Dehum. Ref. Lrg	ea	Gloves/Leather	Each
					Sprayer Airless	ea	Lin-Aire Block	Each
					Thermohygrometer	ea	Lin-Aire Spray	Gal
					TMU Extraction	ea	Mattress Box	Each
					Moving Van 14-15'	ea	Mirror/Pic Box	Each
					Moving Van 17-20'	ea	Mop Heads	Each
					Moving Van 24-27'	ea	Poly 2-4mil	Roll
					Truck - Box	ea	Poly 6mil	Roll
					Vacuum Barrel	ea	Respirator	Each
					Vacuum Hepa	ea	Rest. Sponge	Each
					Vacuum Upright	ea	Safety Glasses	Each
					Van/Passenger	ea	Shrink Wrap	Roll
					Washer-High Press.	ea	Spray Adhesive	Each
					Portable Extractor	ea	Tape-Box	Roll
					Portable Carpet Clh	ea	Tape-Duct	Roll
					Other Equipment		Tape-Masking	Roll
					HVAC air tool kit		Thermo Fog	Gal
					HVAC cut spray kit		Trash Bags	Roll
					HVAC Auger		Wardrobe Box	Each
					HVAC Sweeper		Tyvek	Each
							N-95	Each
							Other Materials	

Work Description _____ Project Coordinatin & Execution _____



Time and Materials Daily Log

Job Name Harris Co Dept of Education Packout On Location Clean Water Break 1 Break 2

Job Number 25959100 Date 3.11.2021 30 min

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
PA	Edison	Lora			3pm	Air Compressor	ea		Biocide	Gal	
					5pm	Air Mover	ea		Bookbox	Each	
					2 hrs	Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time in	Time Out		Fogger	ea		Cleaning Cloths	lb	
			Time in	Time Out		Generator<10kw	ea		Coil Cleaner	Gal	
			Total			Lights Demolition	ea		Dishpack	Each	
			Time in	Time Out		Moisture Meter	ea		Exxpert 828	Gal	
			Total			Neg-Air Machine	ea		Furn Blanket	Each	
			Time in	Time Out		Ozone Generator	ea		Glass Cleaner	Gal	
			Time in	Time Out		Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			Total			Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			Time in	Time Out		Sprayer Airless	ea		Lin-Aire Block	Each	
			Time in	Time Out		Thermohygrometer	ea		Lin-Aire Spray	Gal	
			Total			TMU Extraction	ea		Mattress Box	Each	
			Time in	Time Out		Moving Van 14-15'	ea		Mirror/Pic Box	Each	
			Time in	Time Out		Moving Van 17-20'	ea		Mop Heads	Each	
			Total			Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			Time in	Time Out		Truck - Box	ea		Poly 6mil	Roll	
			Time in	Time Out		Vacuum Barrel	ea		Respirator -Full	Each	
			Total			Vacuum Hepa	ea		Rest. Sponge	Each	
			Time in	Time Out		Vacuum Upright	ea		Safety Glasses	Each	
			Time in	Time Out		Van/Passenger	ea		Shrink Wrap	Roll	
			Total			Washer-High Press.	ea		Spray Adhesive	Roll	
			Time in	Time Out		Portable Extractor	ea		Tape-Box (blue)	Roll	
			Time in	Time Out		Portable Carpet Cln	ea		Tape-Duct	Roll	
			Total			Other Equipment			Tape-Masking	Gal	
			Time in	Time Out		HVAC air tool kit			Thermo Fog	Roll	
			Time in	Time Out		HVAC sweeper			Trash Bags	Each	
			Total						Wardrobe Box	Each	
									Tyvek		
									N-95		
									Other Materials		
									dish pans		
									trash cans		
									extension cords		

Work Description _____ Accounting _____



Time and Materials Daily Log

Job Name Harris County Department Edu Packout On Location Clean Other Break 2

Job Number 25959100 Date 3/11/2021 1 Hour Break 1

Class	Last	First	Time on Job		
			Time in	Time Out	Total
PM	Garcia	Jesse	7:30 AM	5:30 AM	
			9		
CL	Ramirez	Julian	7:30 AM	5:30 AM	
			9		
CL	Wooden	Jeff	7:30 AM	5:30 AM	
			9		
CL	Ramirez	Eduardo	7:30 AM	5:30 AM	
			9		
CL	Maldonado	Alfonso	7:30 AM	5:30 AM	
			9		
CL	Navaro	Mauricio	7:30 AM	5:30 AM	
			9		
CL	Hernandez	Jose	7:30 AM	5:30 AM	
			9		
CL	Carreon	Gabrielle	7:30 AM	5:30 AM	
			9		
CL	Estrada	Joe	7:30 AM	5:30 AM	
			9		
CL	Martinez	Chris	7:30 AM	5:30 AM	
			9		

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator<10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clin	ea	
Other Equipment		
HVAC air tool kit		
HVAC sweeper		

Materials Used		
Item	Unit	
Shockwave	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Exxpert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator -Full	Each	
Rest. Sponge	Each	
Safety Glasses	Each	
Shrink Wrap	Roll	
Spray Adhesive	Roll	
Tape-Box (blue)	Roll	
Tape-Duct	Roll	
Tape-Masking	Gal	
Thermo Fog	Roll	
Trash Bags	Each	
Wardrobe Box		
Tyvek		
N-95		
Other Materials		
dish pans		
trash cans		
extension cords		

Work Description _____ **DEMO**



Time and Materials Daily Log

Job Name Harris County Department Edu Packout Date 3/11/2021
 Job Number 25959100

On Location Clean Break 1
 1 Hour

Other Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
CL	Herrera	Byran	7:30 AM	5:30 AM	9
			Time in		
			Time Out		
			Total		
			Time in		
			Time Out		
			Total		
			Time in		
			Time Out		
Total					
Time in					
Time Out					
Total					
Time in					
Time Out					
Total					
Time in					
Time Out					
Total					
Time in					
Time Out					
Total					
Time in					
Time Out					
Total					

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator<10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohygrometer	ea	
TMU Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Cln	ea	
Other Equipment		
HVAC air tool kit		
HVAC sweeper		

Materials Used		
Item	Unit	
Shockwave	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Exxpert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator -Full	Each	
Rest. Sponge	Each	
Safety Glasses	Each	
Shrink Wrap	Roll	
Spray Adhesive	Roll	
Tape-Box (blue)	Roll	
Tape-Duct	Roll	
Tape-Masking	Gal	
Thermo Fog	Roll	
Trash Bags	Each	
Wardrobe Box		
Tyvek		
N-95		
Other Materials		
dish pans		
trash cans		
extension cords		

Work Description _____ **DEMO**



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water

Job Number 25959100 Date 3.12.2021 Lunch none Break 1 Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used			
			Time in	Time Out	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn	Time in		Air Compressor	ea		Antimicrobial	Gal	
			Time Out		Air Mover	ea		Bookbox	Each	
			Total	1 hr	Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time in		Fogger	ea		Cleaning Cloths	lb	
			Time Out		Generator<10kw	ea		Coil Cleaner	Gal	
			Total		Lights Demolition	ea		Dishpack	Each	
			Time in		Moisture Meter	ea		Expert 828	Gal	
			Time Out		Neg-Air Machine	ea		Furn Blanket	Each	
			Total		Ozone Generator	ea		Glass Cleaner	Gal	
			Time in		Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			Time Out		Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			Total		Sprayer Airless	ea		Lin-Aire Block	Each	
			Time in		Thermohygrometer	ea		Lin-Aire Spray	Gal	
			Time Out		TMU Extraction	ea		Mattress Box	Each	
			Total		Moving Van 14-15'	ea		Mirror/Pic Box	Each	
			Time in		Moving Van 17-20'	ea		Mop Heads	Each	
			Time Out		Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			Total		Truck - Box	ea		Poly 6mil	Roll	
			Time in		Vacuum Barrel	ea		Respirator	Each	
			Time Out		Vacuum Hepa	ea		Rest. Sponge	Each	
			Total		Vacuum Upright	ea		Safety Glasses	Each	
			Time in		Van/Passenger	ea		Shrink Wrap	Roll	
			Time Out		Washer-High Press.	ea		Spray Adhesive	Each	
			Total		Portable Extractor	ea		Tape-Box	Roll	
			Time in		Portable Carpet Clin	ea		Tape-Duct	Roll	
			Time Out		Other Equipment			Tape-Masking	Roll	
			Total		HVAC air tool kit			Thermo Fog	Gal	
			Time in		HVAC cut spray kit			Trash Bags	Roll	
			Time Out		HVAC Auger			Wardrobe Box	Each	
			Total		HVAC Sweeper			Tyvek	Each	
								N-95	Each	
								Other Materials		

Work Description _____ Project Coordinatin & Execution



Time and Materials Daily Log

Job Name Harris County Department Edu Packout Other
 Job Number 25959100 Date 3/12/2021 On Location Clean Break 1 1 Hour Break 2 0 Hours

Class	Last	First	Time on Job		
			Time in	Time Out	Total
PM	Garcia	Jesse	7:30 AM		
			5:30 AM		
				9	
CL	Ramirez	Julian	7:30 AM		
			5:30 AM		
				9	
CL	Wooden	Jeff	7:30 AM		
			5:30 AM		
				9	
CL	Ramirez	Eduardo	7:30 AM		
			5:30 AM		
				9	
CL	Maldonado	Alfonso	7:30 AM		
			5:30 AM		
				9	
CL	Navaro	Mauricio	7:30 AM		
			5:30 AM		
				9	
CL	Hernandez	Jose	7:30 AM		
			5:30 AM		
				9	
CL	Carreon	Gabrielle	7:30 AM		
			5:30 AM		
				9	
CL	Estrada	Joe	7:30 AM		
			5:30 AM		
				9	
CL	Martinez	Chris	7:30 AM		
			5:30 AM		
				9	

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohygrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Clin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Item	Unit
		Shockwave	Gal
		Bookbox	Each
		Bubble Wrap	LF
		Cleaning Cloths	lb
		Coil Cleaner	Gal
		Dishpack	Each
		Exxpert 828	Gal
		Furn Blanket	Each
		Glass Cleaner	Gal
		Gloves/Latex	Each
		Gloves/Leather	Each
		Lin-Aire Block	Each
		Lin-Aire Spray	Gal
		Mattress Box	Each
		Mirror/Pic Box	Each
		Mop Heads	Each
		Poly 2-4mil	Roll
		Poly 6mil	Roll
		Respirator -Full	Each
		Rest. Sponge	Each
		Safety Glasses	Each
		Shrink Wrap	Roll
		Spray Adhesive	Roll
		Tape-Box (blue)	Roll
		Tape-Duct	Roll
		Tape-Masking	Gal
		Thermo Fog	Roll
		Trash Bags	Each
		Wardrobe Box	
		Tyvek	
		N-95	
		Other Materials	
		dish pans	
		trash cans	
		extension cords	

Work Description _____ **DEMO**



Time and Materials Daily Log

Job Name Harris County Department Edu Packout Other
 Job Number 25959100 Date 3/12/2021 1 Hour Break 1 Break 2

Class	Last	First	Time on Job	
			Time in	Time Out
CL	Herrera	Byran	7:30 AM	5:30 AM
			Total	9
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator<10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohygrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	
Vacuum Upright		ea	
Van/Passenger		ea	
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Clin		ea	
Other Equipment			
HVAC air tool kit			
HVAC sweeper			

Materials Used		Unit	
Shockwave		Gal	
Bookbox		Each	
Bubble Wrap		LF	
Cleaning Cloths		lb	
Coil Cleaner		Gal	
Dishpack		Each	
Exxpert 828		Gal	
Furn Blanket		Each	
Glass Cleaner		Gal	
Gloves/Latex		Each	
Gloves/Leather		Each	
Lin-Aire Block		Each	
Lin-Aire Spray		Gal	
Mattress Box		Each	
Mirror/Pic Box		Each	
Mop Heads		Each	
Poly 2-4mil		Roll	
Poly 6mil		Roll	
Respirator -Full		Each	
Rest. Sponge		Each	
Safety Glasses		Each	
Shrink Wrap		Roll	
Spray Adhesive		Roll	
Tape-Box (blue)		Roll	
Tape-Duct		Roll	
Tape-Masking		Gal	
Thermo Fog		Roll	
Trash Bags		Each	
Wardrobe Box			
Tyvek			
N-95			
Other Materials			
dish pans			
trash cans			
extension cords			

Work Description _____ **DEMO**



Time and Materials Daily Log

Job Name Harris County Department Packout On Location Clean Other
 Job Number 25959100 Date 3/13/2021 1 Hour Break 1 Break 2

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
PA	Garcia	Jesse	7:30 AM	5:30 PM	9	Air Compressor	ea		Shockwave	Gal	
						Air Mover	ea		Bookbox	Each	
						Air Scrubber HEPA	ea		Bubble Wrap	LF	
CL	Ramirez	Julian	7:30 AM	5:30 PM	9	Fogger	ea		Cleaning Cloths	lb	
						Generator<10kw	ea		Coil Cleaner	Gal	
						Lights Demolition	ea		Dishpack	Each	
CL	Wooten	Jeff	7:30 AM	5:30 PM	9	Moisture Meter	ea		Exppert 828	Gal	
						Neg-Air Machine	ea		Furn Blanket	Each	
						Ozone Generator	ea		Glass Cleaner	Gal	
CL	Ramirez	Eduardo	7:30 AM	5:30 PM	9	Dehum. Ref. Sm	ea		Gloves/Latex	Each	
						Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
						Sprayer Airless	ea		Lin-Aire Block	Each	
CL	Maldonado	Alfonso	7:30 AM	5:30 PM	9	Thermohygrometer	ea		Lin-Aire Spray	Gal	
						TMU Extraction	ea		Mattress Box	Each	
						Moving Van 14-15'	ea		Mirror/Pic Box	Each	
CL	Navaro	Mauricio	7:30 AM	5:30 PM	9	Moving Van 17-20'	ea		Mop Heads	Each	
						Moving Van 24-27'	ea		Poly 2-4mil	Roll	
						Truck - Box	ea		Poly 6mil	Roll	
CL	Hernandez	Jose	7:30 AM	5:30 PM	9	Vacuum Barrel	ea		Respirator -Full	Each	
						Vacuum Hepa	ea		Rest. Sponge	Each	
						Vacuum Upright	ea		Safety Glasses	Each	
CL	Carreon	Gabrielle	7:30 AM	5:30 PM	9	Van/Passenger	ea		Shrink Wrap	Roll	
						Washer-High Press.	ea		Spray Adhesive	Roll	
						Portable Extractor	ea		Tape-Box (blue)	Roll	
			7:30 AM	5:30 PM	9	Portable Carpet Clin	ea		Tape-Duct	Roll	
						Other Equipment			Tape-Masking	Gal	
						HVAC air tool kit			Thermo Fog	Roll	
			7:30 AM	5:30 PM	9	HVAC sweeper			Trash Bags	Each	
									Wardrobe Box		
									Tyvek		
						Other Materials					
						dish pans					
						trash cans					
						extension cords					

Work Description _____

DEMO



Time and Materials Daily Log

Job Name HCDE Job Number 25959100 Date 3.15.2021 Packout On Location Clean Water Break 1 none Break 2 Break 2

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn			1 hr	Air Compressor	ea		Antimicrobial	Gal	
						Air Mover	ea		Bookbox	Each	
						Air Scrubber HEPA	ea		Bubble Wrap	LF	
						Fogger	ea		Cleaning Cloths	lb	
						Generator<10kw	ea		Coil Cleaner	Gal	
						Lights Demolition	ea		Dishpack	Each	
						Moisture Meter	ea		Expert 828	Gal	
						Neg-Air Machine	ea		Furn Blanket	Each	
						Ozone Generator	ea		Glass Cleaner	Gal	
						Dehum. Ref. Sm	ea		Gloves/Latex	Each	
						Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
						Sprayer Airless	ea		Lin-Aire Block	Each	
						Thermohygrometer	ea		Lin-Aire Spray	Gal	
						TMU Extraction	ea		Mattress Box	Each	
						Moving Van 14-15'	ea		Mirror/Pic Box	Each	
						Moving Van 17-20'	ea		Mop Heads	Each	
						Moving Van 24-27'	ea		Poly 2-4mil	Roll	
						Truck - Box	ea		Poly 6mil	Roll	
						Vacuum Barrel	ea		Respirator	Each	
						Vacuum Hepa	ea		Rest. Sponge	Each	
						Vacuum Upright	ea		Safety Glasses	Each	
						Van/Passenger	ea		Shrink Wrap	Roll	
						Washer-High Press.	ea		Spray Adhesive	Each	
						Portable Extractor	ea		Tape-Box	Roll	
						Portable Carpet Clh	ea		Tape-Duct	Roll	
						Other Equipment			Tape-Masking	Roll	
						HVAC air tool kit			Thermo Fog	Gal	
						HVAC cut spray kit			Trash Bags	Roll	
						HVAC Auger			Wardrobe Box	Each	
						HVAC Sweeper			Tyvek	Each	
									N-95	Each	
									Other Materials		

Work Description _____ Project Coordinatin & Execution _____

Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Other
 Job Number 25959100 3/15/2021 30 min lunch Break 1 15 min Break 2

Class	Last	First	Time on Job		Equipment Used		Materials Used	
			Time in	Time Out	Item	Unit	Item	Unit
PM	Garcia	Jesse	Time in	8:00am	Air Compressor	ea	Shockwave	Gal
			Time Out	5:00pm	Air Mover	ea	Bookbox	Each
			Total	8.5 HRS	Air Scrubber HEPA	ea	Bubble Wrap	LF
CL	Ramirez	Julian	Time in	8:00am	Fogger	ea	Cleaning Cloths	lb
			Time Out	5:00 PM	Generator<10kw	ea	Coil Cleaner	Gal
			Total	8.5 HRS	Lights Demolition	ea	Dishpack	Each
CL	Ramirez	Eduardo	Time in	8:00am	Moisture Meter	ea	Exxpert 828	Gal
			Time Out	5:00pm	Neg-Air Machine	ea	Furn Blanket	Each
			Total	8.5 HRS	Ozone Generator	ea	Glass Cleaner	Gal
CL	Wooton	Jeff	Time in	8:00am	Dehum. Ref. Sm	ea	Gloves/Latex	Each
			Time Out	5:00pm	Dehum. Ref. Lrg	ea	Gloves/Leather	Each
			Total	8.5 HRS	Sprayer Airless	ea	Lin-Aire Block	Each
CL	Navarro	Mauricio	Time in	8:00am	Thermohygrometer	ea	Lin-Aire Spray	Gal
			Time Out	5:00pm	TMJ Extraction	ea	Mattress Box	Each
			Total	8.5 HRS	Moving Van 14-15'	ea	Mirror/Pic Box	Each
CL	Hernandez	Jose	Time in	8:00am	Moving Van 17-20'	ea	Mop Heads	Each
			Time Out	5:00pm	Moving Van 24-27'	ea	Poly 2-4mil	Roll
			Total	8.5 HRS	Truck - Box	ea	Poly 6mil	Roll
CL	Maldonado	Alfonzo	Time in	8:00am	Vacuum Barrel	ea	Respirator -Full	Each
			Time Out	5:00pm	Vacuum Hepa	ea	Rest. Sponge	Each
			Total	8.5 HRS	Vacuum Upright	ea	Safety Glasses	Each
CL	Carreron	Gabriel	Time in	8:00am	Van/Passenger	ea	Shrink Wrap	Roll
			Time Out	5:00pm	Washer-High Press.	ea	Spray Adhesive	Roll
			Total	8.5 HRS	Portable Extractor	ea	Tape-Box (blue)	Roll
			Time in		Portable Carpet Clin	ea	Tape-Duct	Roll
			Time Out		Other Equipment		Tape-Masking	Gal
			Total		HVAC air tool kit		Thermo Fog	Roll
			Time in		HVAC sweeper		Trash Bags	Each
			Time Out				Wardrobe Box	
			Total				Tyvek	
							N-95	
							Other Materials	
							Poles	
							Zipppers	

Work Description _____

KTG Crew



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2

Job Number 25959100 Date 3.18.2021 Lunch none Break 1

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn	Time in			Air Compressor	ea		Antimicrobial	Gal	
			Time Out		1 hr	Air Mover	ea		Bookbox	Each	
			Total		1 hr	Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time in			Fogger	ea		Cleaning Cloths	lb	
			Time Out			Generator<10kw	ea		Coil Cleaner	Gal	
			Total			Lights Demolition	ea		Dishpack	Each	
			Time in			Moisture Meter	ea		Expert 828	Gal	
			Time Out			Neg-Air Machine	ea		Furn Blanket	Each	
			Total			Ozone Generator	ea		Glass Cleaner	Gal	
			Time in			Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			Time Out			Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			Total			Sprayer Airless	ea		Lin-Aire Block	Each	
			Time in			Thermohygrometer	ea		Lin-Aire Spray	Gal	
			Time Out			TMU Extraction	ea		Mattress Box	Each	
			Total			Moving Van 14-15'	ea		Mirror/Pic Box	Each	
			Time in			Moving Van 17-20'	ea		Mop Heads	Each	
			Time Out			Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			Total			Truck - Box	ea		Poly 6mil	Roll	
			Time in			Vacuum Barrel	ea		Respirator	Each	
			Time Out			Vacuum Hepa	ea		Rest. Sponge	Each	
			Total			Vacuum Upright	ea		Safety Glasses	Each	
			Time in			Van/Passenger	ea		Shrink Wrap	Roll	
			Time Out			Washer-High Press.	ea		Spray Adhesive	Each	
			Total			Portable Extractor	ea		Tape-Box	Roll	
			Time in			Portable Carpet Clh	ea		Tape-Duct	Roll	
			Time Out			Other Equipment			Tape-Masking	Roll	
			Total			HVAC air tool kit			Thermo Fog	Gal	
			Time in			HVAC cut spray kit			Trash Bags	Roll	
			Time Out			HVAC Auger			Wardrobe Box	Each	
			Total			HVAC Sweeper			Tyvek	Each	
									N-95	Each	
									Other Materials		

Work Description _____ Project Coordinatin & Execution

Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Other
 Job Number 25959100 3/18/2021 30 min lunch Break 1 15 min Break 2

Class	Last	First	Time on Job			Equipment Used		Materials Used			
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	
PM	Garcia	Jesse	7:30am			Air Compressor	ea		Shockwave	Gal	
			5:30pm			Air Mover	ea		Bookbox	Each	
			9.5 HRS			Air Scrubber HEPA	ea		Bubble Wrap	LF	
CL	Ramirez	Julian	7:30am			Fogger	ea		Cleaning Cloths	lb	
			5:30pm			Generator<10kw	ea		Coil Cleaner	Gal	
			9.5 HRS			Lights Demolition	ea		Dishpack	Each	
CL	Ramirez	Eduardo	7:30am			Moisture Meter	ea		Exxpert 828	Gal	
			5:30pm			Neg-Air Machine	ea		Furn Blanket	Each	
			9.5 HRS			Ozone Generator	ea		Glass Cleaner	Gal	
CL	Wooton	Jeff	7:30am			Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			5:30pm			Dehum. Ref. Ltg	ea		Gloves/Leather	Each	
			9.5HR			Sprayer Airless	ea		Lin-Aire Block	Each	
CL	Navarro	Mauricio	7:30am			Thermohygrometer	ea		Lin-Aire Spray	Gal	
			5:30pm			TMJ Extraction	ea		Mattress Box	Each	
			9.5 HRS			Moving Van 14-15'	ea		Mirror/Pic Box	Each	
CL	Ruiz	Cose	7:30am			Moving Van 17-20'	ea		Mop Heads	Each	
			5:30pm			Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			9.5 HRS			Truck - Box	ea		Poly 6mil	Roll	
CL	Maldonado	Alfonzo	7:30am			Vacuum Barrel	ea		Respirator -Full	Each	
			5:30pm			Vacuum Hepa	ea		Rest. Sponge	Each	
			9.5 HRS			Vacuum Upright	ea		Safety Glasses	Each	
CL	Carreron	Gabriel	7:30am			Van/Passenger	ea		Shrink Wrap	Roll	
			5:30pm			Washer-High Press.	ea		Spray Adhesive	Roll	
			9.5 HRS			Portable Extractor	ea		Tape-Box (blue)	Roll	
			Time in			Portable Carpet Clin	ea		Tape-Duct	Roll	
			Time Out			Other Equipment					
			Total			HVAC air tool kit			Tape-Masking	Gal	
			Time in			HVAC sweeper			Thermo Fog	Roll	
			Time Out						Trash Bags	Each	
			Total						Wardrobe Box		
			Time in					Tyvek			
			Time Out					N-95			
			Total					Other Materials			
			Time in					Poles			
			Time Out					Zippers			
			Total								

Work Description _____

KTG Crew



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25959100 Date 3.19.2021 Lunch none Break 1

Class	Last	First	Time on Job			Equipment Used			Materials Used		
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn	Time in			Air Compressor	ea		Antimicrobial	Gal	
			Time Out		1 hr	Air Mover	ea		Bookbox	Each	
			Total		1 hr	Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time in			Fogger	ea		Cleaning Cloths	lb	
			Time Out			Generator<10kw	ea		Coil Cleaner	Gal	
			Total			Lights Demolition	ea		Dishpack	Each	
			Time in			Moisture Meter	ea		Expert 828	Gal	
			Time Out			Neg-Air Machine	ea		Furn Blanket	Each	
			Total			Ozone Generator	ea		Glass Cleaner	Gal	
			Time in			Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			Time Out			Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			Total			Sprayer Airless	ea		Lin-Aire Block	Each	
			Time in			Thermohygrometer	ea		Lin-Aire Spray	Gal	
			Time Out			TMU Extraction	ea		Mattress Box	Each	
			Total			Moving Van 14-15'	ea		Mirror/Pic Box	Each	
			Time in			Moving Van 17-20'	ea		Mop Heads	Each	
			Time Out			Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			Total			Truck - Box	ea		Poly 6mil	Roll	
			Time in			Vacuum Barrel	ea		Respirator	Each	
			Time Out			Vacuum Hepa	ea		Rest. Sponge	Each	
			Total			Vacuum Upright	ea		Safety Glasses	Each	
			Time in			Van/Passenger	ea		Shrink Wrap	Roll	
			Time Out			Washer-High Press.	ea		Spray Adhesive	Each	
			Total			Portable Extractor	ea		Tape-Box	Roll	
			Time in			Portable Carpet Cln	ea		Tape-Duct	Roll	
			Time Out			Other Equipment			Tape-Masking	Roll	
			Total			HVAC air tool kit			Thermo Fog	Gal	
			Time in			HVAC cut spray kit			Trash Bags	Roll	
			Time Out			HVAC Auger			Wardrobe Box	Each	
			Total			HVAC Sweeper			Tyvek	Each	
									N-95	Each	
									Other Materials		

Work Description _____ Project Coordinatin & Execution _____

Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Other
 Job Number 25959100 3/19/2021 30 min lunch Break 1 15 min Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
PM	Garcia	Jesse	7:30am		
			5:30pm		
			9.5 HR		
CL	Ramirez	Julian	7:30am		
			5:30pm		
			9.5 HRS		
CL	Ramirez	Eduardo	7:30am		
			5:30pm		
			9.5 HR		
CL	Wooton	Jeff	7:30am		
			5:30pm		
			9.5 H		
CL	Navarro	Mauricio	7:30am		
			5:30pm		
			9.5 HRS		
CL	Ruiz	Cose	7:30am		
			5:30pm		
			9.5 HRS		
CL	Maldonado	Alfonzo	7:30am		
			5:30pm		
			9.5 HRS		
CL	Carreron	Gabriel	7:30am		
			5:30pm		
			9.5 HRS		
			Time in		
			Time Out		
			Total		
			Time in		
			Time Out		
			Total		

Equipment Used		
Item	Unit	Quantity
Air Compressor	ea	
Air Mover	ea	
Air Scrubber HEPA	ea	
Fogger	ea	
Generator<10kw	ea	
Lights Demolition	ea	
Moisture Meter	ea	
Neg-Air Machine	ea	
Ozone Generator	ea	
Dehum. Ref. Sm	ea	
Dehum. Ref. Lrg	ea	
Sprayer Airless	ea	
Thermohygrometer	ea	
TMJ Extraction	ea	
Moving Van 14-15'	ea	
Moving Van 17-20'	ea	
Moving Van 24-27'	ea	
Truck - Box	ea	
Vacuum Barrel	ea	
Vacuum Hepa	ea	
Vacuum Upright	ea	
Van/Passenger	ea	
Washer-High Press.	ea	
Portable Extractor	ea	
Portable Carpet Clin	ea	
Other Equipment		
HVAC air tool kit		
HVAC sweeper		

Materials Used		
Item	Unit	
Shockwave	Gal	
Bookbox	Each	
Bubble Wrap	LF	
Cleaning Cloths	lb	
Coil Cleaner	Gal	
Dishpack	Each	
Exxpert 828	Gal	
Furn Blanket	Each	
Glass Cleaner	Gal	
Gloves/Latex	Each	
Gloves/Leather	Each	
Lin-Aire Block	Each	
Lin-Aire Spray	Gal	
Mattress Box	Each	
Mirror/Pic Box	Each	
Mop Heads	Each	
Poly 2-4mil	Roll	
Poly 6mil	Roll	
Respirator -Full	Each	
Rest. Sponge	Each	
Safety Glasses	Each	
Shrink Wrap	Roll	
Spray Adhesive	Roll	
Tape-Box (blue)	Roll	
Tape-Duct	Roll	
Tape-Masking	Gal	
Thermo Fog	Roll	
Trash Bags	Each	
Wardrobe Box		
Tyvek		
N-95		
Other Materials		
Poles		
Zippers		

Work Description _____ **KTG Crew**



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2

Job Number 25959100 Date 3.22.2021 Lunch none Break 1

Class	Last	First	Time on Job		Equipment Used		Materials Used			
			Time in	Time Out	Item	Unit	Quantity	Item	Unit	Quantity
PJC	Primeaux	Shawn	Time in		Air Compressor	ea		Antimicrobial	Gal	
			Time Out		Air Mover	ea		Bookbox	Each	
			Total	1 hr	Air Scrubber HEPA	ea		Bubble Wrap	LF	
			Time in		Fogger	ea		Cleaning Cloths	lb	
			Time Out		Generator<10kw	ea		Coil Cleaner	Gal	
			Total		Lights Demolition	ea		Dishpack	Each	
			Time in		Moisture Meter	ea		Expert 828	Gal	
			Time Out		Neg-Air Machine	ea		Furn Blanket	Each	
			Total		Ozone Generator	ea		Glass Cleaner	Gal	
			Time in		Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			Time Out		Dehum. Ref. Ltg	ea		Gloves/Leather	Each	
			Total		Sprayer Airless	ea		Lin-Aire Block	Each	
			Time in		Thermohygrometer	ea		Lin-Aire Spray	Gal	
			Time Out		TMU Extraction	ea		Mattress Box	Each	
			Total		Moving Van 14-15'	ea		Mirror/Pic Box	Each	
			Time in		Moving Van 17-20'	ea		Mop Heads	Each	
			Time Out		Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			Total		Truck - Box	ea		Poly 6mil	Roll	
			Time in		Vacuum Barrel	ea		Respirator	Each	
			Time Out		Vacuum Hepa	ea		Rest. Sponge	Each	
			Total		Vacuum Upright	ea		Safety Glasses	Each	
			Time in		Van/Passenger	ea		Shrink Wrap	Roll	
			Time Out		Washer-High Press.	ea		Spray Adhesive	Each	
			Total		Portable Extractor	ea		Tape-Box	Roll	
			Time in		Portable Carpet Cln	ea		Tape-Duct	Roll	
			Time Out		Other Equipment			Tape-Masking	Roll	
			Total		HVAC air tool kit			Thermo Fog	Gal	
			Time in		HVAC cut spray kit			Trash Bags	Roll	
			Time Out		HVAC Auger			Wardrobe Box	Each	
			Total		HVAC Sweeper			Tyvek	Each	
								N-95	Each	
								Other Materials		

Work Description _____
 Project Coordinatin & Execution _____



Time and Materials Daily Log

Harris County

Job Name Department of Education Packout

Water

Job Number 25959100

On Location Clean

Break 2

Date 3/22/21

Break 1

Lunch 1HR

Job # 854339000

Class	Last	First	Time on Job			Equipment Used		Materials Used			
			Time in	Time Out	Total	Item	Unit	Quantity	Item	Unit	Quantity
GRS BM	Dabney	Tina	7:30am			Air Compressor	ea		Antimicrobial	Gal	
			5:45pm			Air Mover	ea		Bookbox	Each	
			9:15			Air Scrubber HEPA	ea		Bubble Wrap	LF	
GCL BM	Galicia	Blanca	7:30am			Fogger	ea		Cleaning Cloths	lb	
			5:45pm			Generator < 10kw	ea		Coil Cleaner	Gal	
			9:25			Lights Demolition	ea		Dishpack	Each	
GCL Rec.	Ocampo	Soyapa	8:30am			Moisture Meter	ea		Expert 828	Gal	
			4:30pm			Neg-Air Machine	ea		Furn Blanket	Each	
			7			Ozone Generator	ea		Glass Cleaner	Gal	
GCL	Palma	Angela	8:30am			Dehum. Ref. Sm	ea		Gloves/Latex	Each	
			4:30pm			Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
			7			Sprayer Airless	ea		Lin-Aire Block	Each	
GCL	Reyes	Gloria	8:30am			Thermohygrometer	ea		Lin-Aire Spray	Gal	
			4:30pm			TMU Extraction	ea		Mattress Box	Each	
			7			Moving Van 14-15'	ea		Mirror/Pic Box	Each	
GCL	Santiago	Selma	8:30am			Moving Van 17-20'	ea		Mop Heads	Each	
			4:30pm			Moving Van 24-27'	ea		Poly 2-4mil	Roll	
			7			Truck - Box	ea		Poly 6mil	Roll	
GCL	Velasquez	Ruth	8:30am			Vacuum Barrel	ea		Respirator	Each	
			4:30pm			Vacuum Hepa	ea		Rest. Sponge	Each	
			7			Vacuum Upright	ea		Safety Glasses	Each	
						Van/Passenger	ea		Shrink Wrap	Roll	
						Washer-High Press.	ea		Spray Adhesive	Each	
						Portable Extractor	ea		Tape-Box	Roll	
						Portable Carpet Clin	ea		Tape-Duct	Roll	
						Other Equipment			Tape-Masking	Roll	
						HVAC air tool kit			Thermo Fog	Gal	
						HVAC cut spray kit			Trash Bags	Roll	
						HVAC Auger			Wardrobe Box	Each	
						HVAC Sweeper			Tyvek	Each	
								N-95	Each		
								Other Materials			

Work Description Cleaned and Sanitized Front end of the Bldg. Hypa vac and Wiped down with Approved Chemicals Walls, Floors, Open wall Cavities, Horizontal/Vertical surfaces. Moped Floors. Cleaned and Sanitized PPE, Equipment, and Fleet.



Time and Materials Daily Log

Harris County

Job Name Department of Education Packout

On Location Clean

Water

Job Number 25859100

Date 3/22/21

Lunch 1 HR

Break 1

Break 2

WO # 854339000

Class	Last	First	Time on Job		
			Time in	Time Out	Total
GRS	Cruz	Jael	7:30am		
				5:45pm	
				9:35	
GCL	Añez	Oscar	7:30am		
				5:45pm	
				9:35	
GCL	Carrillo	Ludwin D	8:30am		
				4:38m	
				7	
GCL	Carvajal	Maria	8:30am		
				4:30m	
				7	
GCL	Custro	Maria	8:30am		
				4:38m	
				7	
GCL	Chavarria	Miniam	8:30am		
				4:30m	
				7	
GCL	Martinez	Azucena	8:30am		
				4:38m	
				7	
			Time in		
			Time Out		
			Total		
			Time in		
			Time Out		
			Total		

Equipment Used		Unit	Quantity
Air Compressor		ea	
Air Mover		ea	
Air Scrubber HEPA		ea	
Fogger		ea	
Generator < 10kw		ea	
Lights Demolition		ea	
Moisture Meter		ea	
Neg-Air Machine		ea	
Ozone Generator		ea	
Dehum. Ref. Sm		ea	
Dehum. Ref. Lrg		ea	
Sprayer Airless		ea	
Thermohygrometer		ea	
TMU Extraction		ea	
Moving Van 14-15'		ea	
Moving Van 17-20'		ea	
Moving Van 24-27'		ea	
Truck - Box		ea	
Vacuum Barrel		ea	
Vacuum Hepa		ea	4
Vacuum Upright		ea	
Van/Passenger		ea	1
Washer-High Press.		ea	
Portable Extractor		ea	
Portable Carpet Clin		ea	
Other Equipment			
HVAC air tool kit			
HVAC cut spray kit			
HVAC Auger			
HVAC Sweeper			

Materials Used		Unit	Quantity
Antimicrobial		Gal	2
Bookbox		Each	
Bubble Wrap		LF	
Cleaning Cloths		lb	40
Coil Cleaner		Gal	
Dishpack		Each	
Expert 828		Gal	
Furn Blanket		Each	
Glass Cleaner		Gal	
Gloves/Latex		Each	116
Gloves/Leather		Each	
Lin-Aire Block		Each	
Lin-Aire Spray		Gal	
Mattress Box		Each	
Mirror/Pic Box		Each	
Mop Heads		Each	4
Poly 2-4mil		Roll	
Poly 6mil		Roll	
Respirator		Each	
Rest. Sponge		Each	
Safety Glasses		Each	14
Shrink Wrap		Roll	
Spray Adhesive		Each	
Tape-Box		Roll	
Tape-Duct		Roll	
Tape-Masking		Roll	
Thermo Fog		Gal	
Trash Bags		Roll	1
Wardrobe Box		Each	
Tyvek		Each	
N-95		Each	14
Other Materials			

Work Description Cleaned and sanitized front part of the Bldg. Hepa vac and wiped down with approved chemicals. walls, floors, open wall cavities, horizontal & vertical structure, mopped floors. Cleaned and sanitized PPE, equipment, and fleet.



Time and Materials Daily Log

Harris County

Job Name Department of Education Packout

Job Number 25959100

Date 3/23/21

WO # 854351700

On Location Clean

Water

Lunch 1 HR Break 1

Break 2

Class	Last	First	Time on Job	
			Time in	Time Out
GKS	Cruz	Jael	7:38m	
			5:38m	
			Total	9
GCL	Carraval	Mania	8:32m	
			4:39m	
			Total	7
GCL	Chavaria	Miniam	8:32m	
			4:39m	
			Total	7
GCL	Garcia	Bertha	8:32m	
			4:39m	
			Total	7
GCL	Ocampo	Suyapa	8:32m	
			4:39m	
			Total	7
GCL	Palma	Angela	8:32m	
			4:39m	
			Total	7

Equipment Used		Unit	Quantity
Air Compressor	ea		
Air Mover	ea		
Air Scrubber HEPA	ea		
Fogger	ea		
Generator < 10kw	ea		
Lights Demolition	ea		
Moisture Meter	ea		
Neg-Air Machine	ea		
Ozone Generator	ea		
Dehum. Ref. Sm	ea		
Dehum. Ref. Lrg	ea		
Sprayer Airless	ea		
Thermohygrometer	ea		
TMU Extraction	ea		
Moving Van 14-15'	ea		
Moving Van 17-20'	ea		
Moving Van 24-27'	ea		
Truck - Box	ea		
Vacuum Barrel	ea		
Vacuum Hepa	ea	2	
Vacuum Upright	ea		
Van/Passenger	ea	1	
Washer-High Press.	ea		
Portable Extractor	ea		
Portable Carpet Clin	ea		
Other Equipment			
HVAC air tool kit			
HVAC cut spray kit			
HVAC Auger			
HVAC Sweeper			

Materials Used		Unit	Quantity
Antimicrobial	Gal		1
Bookbox	Each		
Bubble Wrap	LF		
Cleaning Cloths	Lb		40
Coil Cleaner	Gal		
Dishpack	Each		
Expert 828	Gal		
Furn Blanket	Each		
Glass Cleaner	Gal		
Gloves/Latex	Each		100
Gloves/Leather	Each		
Lin-Aire Block	Each		
Lin-Aire Spray	Gal		
Mattress Box	Each		
Mirror/Pic Box	Each		
Mop Heads	Each		2
Poly 2-4mil	Roll		
Poly 6mil	Roll		
Respirator	Each		
Rest. Sponge	Each		
Safety Glasses	Each		12
Shrink Wrap	Roll		
Spray Adhesive	Each		
Tape-Box	Roll		
Tape-Duct	Roll		
Tape-Masking	Roll		
Thermo Fog	Gal		
Trash Bags	Roll		
Wardrobe Box	Each		
Tyvek	Each		
N-95	Each		12
Other Materials			

Work Description Cleaned and sanitized Open wall cavities, walls, horizontal/vertical surfaces, Hepa vac and wiped down. with approved chemicals Mopped Floors. Cleaned and sanitized PPE, Equipment, and Fleet.



Time and Materials Daily Log

Harris County

Job Name Department of Education On Location Clean Break 1
 Job Number 25959100 Date 3/23/21 Lunch 1HR Break 2
NO # 854351700

Water Break 2

Class	Last	First	Time on Job		
			Time in	Time Out	Total
GCL	Gralicia	Elba	7:20m		
			5:30m		
GCL	Palomo	Diana	8:30m		
			4:30m		
GCL	Rojas	Enequina	8:30m		
			4:30m		
GCL	Ryeos	Gibona	8:30m		
			4:30m		
GCL	Santiago	Selma	8:30m		
			4:30m		
GCL	Velasquez	Ruth	8:30m		
			4:30m		

Equipment Used		Materials Used	
Item	Unit	Item	Unit
Air Compressor	ea	Antimicrobial	Gal
Air Mover	ea	Bookbox	Each
Air Scrubber HEPA	ea	Bubble Wrap	LF
Fogger	ea	Cleaning Cloths	lb
Generator < 10kw	ea	Coil Cleaner	Gal
Lights Demolition	ea	Dishpack	Each
Moisture Meter	ea	Expert 828	Gal
Neg-Air Machine	ea	Furn Blanket	Each
Ozone Generator	ea	Glass Cleaner	Gal
Dehum. Ref. Sm	ea	Gloves/Latex	Each
Dehum. Ref. Lig	ea	Gloves/Leather	Each
Sprayer Airless	ea	Lin-Aire Block	Each
Thermohygrometer	ea	Lin-Aire Spray	Gal
TMU Extraction	ea	Mattress Box	Each
Moving Van 14-15'	ea	Mirror/Pic Box	Each
Moving Van 17-20'	ea	Mop Heads	Each
Moving Van 24-27'	ea	Poly 2-4mil	Roll
Truck - Box	ea	Poly 6mil	Roll
Vacuum Barrel	ea	Respirator	Each
Vacuum Hepa	ea	Rest. Sponge	Each
Vacuum Upright	ea	Safety Glasses	Each
Vani/Passenger	ea	Shrink Wrap	Roll
Washer-High Press.	ea	Spray Adhesive	Each
Portable Extractor	ea	Tape-Box	Roll
Portable Carpet Clin	ea	Tape-Duct	Roll
Other Equipment		Tape-Masking	Roll
HVAC air tool kit		Thermo Fog	Gal
HVAC cut spray kit		Trash Bags	Roll
HVAC Auger		Wardrobe Box	Each
HVAC Sweeper		Tyvek	Each
		N-95	Each
		Other Materials	

Work Description Cleaned and Sanitized Open wall Cavities, walls, Horizontal/ Vertical surfaces, Hopa Vac and wiped down with Approved Chemical Moped Floors. Cleaned and sanitized PPE, Equipment, and Fleet.

Time and Materials Daily Log



Job Name Harris County
 Job Number 25A5A100
 W# 85435400

Packout 3-23-2021

On Location Clean Break 1

Other Break 2

Class	Last	First	Time on Job	
			Time in	Time Out
GRS	Davis	Anthony	10:30 AM	12:30 PM
			Total	1.5 Hr
			Time in	10:30 PM
GCL	Johnson	Byron	12:30 PM	1:5 PM
			Total	1.5 Hr
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	
			Time in	
			Time Out	
			Total	

Equipment Used		Materials Used	
Item	Unit	Item	Unit
Air Compressor	ea	Antimicrobial	Gal
Air Mover	ea	Bookbox	Each
Air Scrubber HEPA	ea	Bubble Wrap	LF
Fogger	ea	Cleaning Cloths	lb
Generator < 10kw	ea	Coil Cleaner	Gal
Lights Demolition	ea	Dishpack	Each
Moisture Meter	ea	Expert 828	Gal
Neg-Air Machine	ea	Furn Blanket	Each
Ozone Generator	ea	Glass Cleaner	Each
Dehum. Ref. Sm	ea	Gloves/Latex	Each
Dehum. Ref. Lig	ea	Gloves/Leather	Each
Sprayer Airless	ea	Lin-Aire Block	Each
Thermohygrometer	ea	Lin-Aire Spray	Gal
TMU Extraction	ea	Mattress Box	Each
Moving Van 14-15'	ea	Mirror/Pic Box	Each
Moving Van 17-20'	ea	Mop Heads	Each
Moving Van 24-27'	ea	Poly 2-4mil	Roll
Truck - Box	ea	Poly 6mil	Roll
Vacuum Barrel	ea	Respirator	Each
Vacuum Hepa	ea	Rest. Sponge	Each
Vacuum Upright	ea	Safety Glasses	Each
Van/Passenger	ea	Shrink Wrap	Roll
Washer-High Press.	ea	Spray Adhesive	Roll
Portable Extractor	ea	Tape-Box (blue)	Roll
Portable Carpet Clin	ea	Tape-Duct	Roll
Other Equipment		Tape-Masking	Gal
HVAC air tool kit		Thermo Fog	Roll
HVAC sweeper		Trash Bags	Each
		Wardrobe Box	
		Tyvek	
		N-95	
		Other Materials	
		dip pans	
		trash cans	
		FOSTER 40/20	GAL

Work Description Moniton and Pick up 2 air Scrubbers and 1 fan



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25959100 Date 3.24.2021 Lunch none Break 1

Class	Last	First	Time on Job		Equipment Used		Materials Used	
			Time in	Time Out	Item	Unit	Item	Unit
PJC	Primeaux	Shawn			Air Compressor	ea	Antimicrobial	Gal
				1 hr	Air Mover	ea	Bookbox	Each
					Air Scrubber HEPA	ea	Bubble Wrap	LF
					Fogger	ea	Cleaning Cloths	lb
					Generator<10kw	ea	Coil Cleaner	Gal
					Lights Demolition	ea	Dishpack	Each
					Moisture Meter	ea	Expert 828	Gal
					Neg-Air Machine	ea	Furn Blanket	Each
					Ozone Generator	ea	Glass Cleaner	Gal
					Dehum. Ref. Sm	ea	Gloves/Latex	Each
					Dehum. Ref. Lrg	ea	Gloves/Leather	Each
					Sprayer Airless	ea	Lin-Aire Block	Each
					Thermohygrometer	ea	Lin-Aire Spray	Gal
					TMU Extraction	ea	Mattress Box	Each
					Moving Van 14-15'	ea	Mirror/Pic Box	Each
					Moving Van 17-20'	ea	Mop Heads	Each
					Moving Van 24-27'	ea	Poly 2-4mil	Roll
					Truck - Box	ea	Poly 6mil	Roll
					Vacuum Barrel	ea	Respirator	Each
					Vacuum Hepa	ea	Rest. Sponge	Each
					Vacuum Upright	ea	Safety Glasses	Each
					Van/Passenger	ea	Shrink Wrap	Roll
					Washer-High Press.	ea	Spray Adhesive	Each
					Portable Extractor	ea	Tape-Box	Roll
					Portable Carpet Clin	ea	Tape-Duct	Roll
					Other Equipment		Tape-Masking	Roll
					HVAC air tool kit		Thermo Fog	Gal
					HVAC cut spray kit		Trash Bags	Roll
					HVAC Auger		Wardrobe Box	Each
					HVAC Sweeper		Tyvek	Each
							N-95	Each
							Other Materials	

Work Description _____ Project Coordinatin & Execution _____



Time and Materials Daily Log

Job Name HCDE Packout On Location Clean Water Break 2
 Job Number 25959100 Date 3/11-22/2021 Lunch NONE Break 1

Class	Last	First	Time on Job		Equipment Used		Materials Used			
			Time in	Time Out	Item	Unit	Quantity	Item	Unit	Quantity
					Air Compressor	ea		Antimicrobial	Gal	
					Air Mover	ea		Bookbox	Each	
					Air Scrubber HEPA	ea	2	Bubble Wrap	LF	
					Fogger	ea		Cleaning Cloths	lb	
					Generator<10kw	ea		Coil Cleaner	Gal	
					Lights Demolition	ea		Dishpack	Each	
					Moisture Meter	ea		Expert 828	Gal	
					Neg-Air Machine	ea		Furn Blanket	Gal	
					Ozone Generator	ea		Glass Cleaner	Gal	
					Dehum. Ref. Sm	ea		Gloves/Latex	Each	
					Dehum. Ref. Lrg	ea		Gloves/Leather	Each	
					Sprayer Airless	ea		Lin-Aire Block	Each	
					Thermohygrometer	ea		Lin-Aire Spray	Gal	
					TMU Extraction	ea		Mattress Box	Each	
					Moving Van 14-15'	ea		Mirror/Pic Box	Each	
					Moving Van 17-20'	ea		Mop Heads	Each	
					Moving Van 24-27'	ea		Poly 2-4mil	Roll	
					Truck - Box	ea		Poly 6mil	Roll	
					Vacuum Barrel	ea		Respirator	Each	
					Vacuum Hepa	ea		Rest. Sponge	Each	
					Vacuum Upright	ea		Safety Glasses	Each	
					Van/Passenger	ea		Shrink Wrap	Roll	
					Washer-High Press.	ea		Tape-Box	Roll	
					Portable Extractor	ea		Tape-Duct	Roll	
					Portable Carpet Clin	ea		Tape-Masking	Roll	
					Other Equipment			Thermo Fog	Gal	
								Trash Bags	Roll	
								Wardrobe Box	Each	
								Tyvek		
								N-95		
								Other Materials		

Work Description _____

14300 Wallisville Rd.
77049



**How doers
get more done.**

6800 HIGHWAY 6 NORTH
HOUSTON, TX 77084 (281)858-8040

6506 00004 62622 02/26/21 07:32 AM
SALE CASHIER ROSA

073257012812 12' PLASTIC <A> <M>
12'X400' .31MIL PAINTERS' PLASTIC
3024.98 74.94
MAX REFUND VALUE \$67.45/3

-----10% off Military Discount-----
74.94 10% off Military Discount -7.49
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 67.45
SALES TAX 5.56
TOTAL \$73.01

XXXXXXXXXXXX0130 DEBIT USD\$ 73.01

AUTH CODE 001044
Chip Read Verified By PIN
AID A0000000960840 US DEBIT

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-6149 SUMMARY

2021 PRO XTRA SPEND 02/25: \$5,370.21

As of 02/26/2021 your Paint Rewards level is Bronze; Spend 2831.39 more in qualifying paint purchases to earn Silver (15.0% off) on select paint items.

This purchase qualifies for FUEL DISCOUNTS and 60 DAYS TO PAY on The Home Depot Commercial Credit Card. Ask an Associate to learn more or go to homedepot.com/financeoptions.

<M> = Military Appreciation

6506 02/26/21 07:32 AM



6506 04 62622 02/26/2021 3121

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 180 08/25/2021

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HTH 132039 125537
PASSWORD: 21126 125533

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

14300 Wallisville Rd.
77049



**How doers
get more done.**

13400 MARKET STREET
HOUSTON, TEXAS 77015 (713-451-9600)

0569 00001 21509 02/26/21 10:46 AM
SALE CASHIER ANDREA

820909997351 UTILITY KNIF <A> <M>
RETRACTABLE UTILITY KNIFE
401.98 7.92
MAX REFUND VALUE \$7.12/4

008925153290 1-1/4 IN. X <M> 9.47
1-1/4 IN. X 6 IN. SPEEDEMON SPADE BI
MAX REFUND VALUE \$8.52

051115091681 3MLNGMSK2"6P <A> <M>
3M LONG MASK 2IN 6PACK JLO 1
2033.48 66.96
MAX REFUND VALUE \$60.26/2

648846020334 VAC_FLTR <A> <M> 27.97
RIGID FILTER 2-PACK
MAX REFUND VALUE \$25.17

853453003018 RAMBOARD <A> <M>
RAM BOARD (RB 38-50)
5029.95 149.75
MAX REFUND VALUE \$134.79/5

-----10% off Military Discount-----
262.07 10% off Military Discount -26.21
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 235.86
SALES TAX 19.46
TOTAL \$255.32

XXXXXXXXXXXX0130 DEBIT USD\$ 255.32

AUTH CODE 000898
Chip Read Verified By PIN
AID A0000000980840 US DEBIT

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-6149 SUMMARY

2021 PRO XTRA SPEND 02/25: \$5,502.38

As of 02/26/2021 your Paint Rewards level is Bronze; Spend 2747.29 more in qualifying paint purchases to earn Silver (15.0% off) on select paint items.

This purchase qualifies for FUEL DISCOUNTS and 60 DAYS TO PAY on The Home Depot Commercial Credit Card. Ask an Associate to learn more or go to homedepot.com/financeoptions.

<M> = Military Appreciation

0569 02/26/21 10:46 AM



0569 01 21509 02/26/2021 9718

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 180 08/25/2021

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español



5702 Bissonnet
Houston, TX 77081
(713) 667-5651
Fax (713) 667-5656



www.aztecrentalcenters.com

11610 Highway 6 South
Sugar Land, TX 77478
(281) 568-2460
Fax (281) 568-1552

RENTED TO		JOB LOCATION	TICKET #
BLACKMON MOORING STEAMATIC ACCOUNTS PAYABLE 5718 AIRPORT FWY HALTOM CITY TX 76117-6005		HARRIS COUNTY DEP OF EDUCATION 14300 WALLISVILLE RD. HOUSTON, TX 77049	Con# 476560 Loc 100
495840		25959100/575927800	
DL/ID #	DOBth	CELL	PHONE
AR-74	01-AUG-82		W (817) 810-9200 W (713) 730-1948
VLIC	PO/JOB #	RECEIVED BY	
	259-59100	SHAWN PRIMEAUX	
DATE	TIME	OUT	DUE
03/09/21	8:30 AM	GRS	
03/22/21	8:30 AM		GRS

CONTRACT

Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
1	2356-0000				FLOOR SCRAPER-RIDE ON				5800.00	5800.00
			\$725.00/0			.00	2900.00			
					Actual In Date: 03/22/21 1:34 PM					
2	3522-0000				PROPANE-SMALL BOTTLE				0.00	0.00
			.00/D			.00				
					Actual In Date: 03/22/21 1:35 PM					
2	0539-0000				BLADE-EXTRA				60.00	60.00
					Actual Out Date: 03/09/21 8:30 AM					
					Actual In Date: 03/22/21 3:52 PM					
1	400				DEL/PU - LARGE TOWABLE EQUIPME				250.00	250.00
2	PROPANE-20# BOT				PROPANE-20# BOTTLE FILL		25.00		50.00	50.00
2	PROPANE-20# BOT				PROPANE-20# BOTTLE FILL				50.00	50.00
					Rental Text : POC: Julian - 832.577.0846					
					3/15/ Picked up and filled propane bottles					

----- Payments -----

METERED EQUIPMENT: 1 DAY = 8 HOURS 1 WEEK = 40 HOURS 1 MONTH = 160 HOURS

CUSTOMER IS LIABLE FOR FLATS ON ANY EQUIPMENT WITH PNEUMATIC TIRES.

OPERATOR'S MANUALS AVAILABLE UPON REQUEST.

Lessee has received operating and safety instructions, either verbal and/or written, is familiar with equipment's safe use, and will make safety rules and instructions available to end user.

I HAVE READ, DISCUSSED, AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BOTH FACE AND BACK AND AGREE THERETO. I AUTHORIZE AZTEC RENTAL TO FILL OUT MY CHECK OR CREDIT CARD FOR THE AMOUNT OF RENTAL AND SERVICE.

(If other than lessee signer represent he is agent of and authorized to sign for Lessee)

RENT	5860.00	
SALES	350.00	
SURCHARGE	87.00	
DW/FEEs	0.00	
ENV FEE	116.00	
Addl TAX	0.00	
SALES TAX	513.65	
DEPOSIT	0.00	
TOTAL PAID		0.00
EST AMT DUE	6926.65	

30-MAR-21 16:03:02



4646 E VAN BUREN ST
PHOENIX AZ 85008-6927

(800) 456-1751
billingres@mobilemini.com
MobileMini.com

INVOICE



BLACKMON MOORING
A/P
5718 AIRPORT FWY
HALTOM CITY TX 76117-6005



494940

Customer #	Invoice #	Invoice Date	Seq #	Terms
10013198	9010119553	3/10/2021	001	NET 45
PAYMENT DUE				\$519.36

MOBILE MINI BRANCH:
HOUSTON
5930 WINFIELD ROAD
HOUSTON TX 77050
(713) 280-0655

HCDE
25959100/515927800

Contract #	Bill to ID	Customer PO	Ordered By	Rental Period	Invoice Due	Ship To
1001479865		14300 WALLISVILLE E - SHAWN	Shawn Primeaux	3/9/2021 - 4/5/2021	4/24/2021	BLACKMON MOORING CONSTRUCTION 14300 WALLISVILLE RD HOUSTON TX 77049-4135

Quantity	Item #/Description	Price/Rate	Amount	
1	25' PREMIUM DOORS ON BOTH ENDS CS25NZJ0010	\$125.00 Rental	\$125.00	T*
1	PERSONAL PROPERTY EXPENSES	\$5.25 Rental	\$5.25	T*
1	DELIVERY	\$150.00 Misc	\$150.00	T*
1	Fuel	\$27.00 Misc	\$27.00	T*
1	PICKUP	\$150.00 Misc	\$150.00	T*
1	Fuel	\$27.00 Misc	\$27.00	T*
Sub-total			\$484.25	
Tax			\$35.11	
INVOICE TOTAL			\$519.36	

T* - Denotes taxable item, N* - Denotes non-taxable item.



PAYMENT OPTIONS

Welcome to our new customer portal, MM Connect.
Register today to make online payments, sign up for
Auto-Pay, view invoice and statements, and other
self-serve features.

<https://portal.mobilemini.com>

(800) 456-1751

You remain responsible for the invoice balance if there is a problem
collecting payment. Late fees and finance charges may be assessed if
payment is not received on time.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	\$519.36
Invoice #:	9010119553
Due Date:	4/24/2021
Customer:	BLACKMON MOORING
Customer #:	10013198

PLEASE REMIT TO:

MOBILE MINI
PO BOX 650882
DALLAS TX 75265-0882

4646 East Van Buren Street
 Suite 400
 Phoenix, AZ 85008
 Phone: (800) 456-1751
 Fax: 877-275-8174
 Website: www.mobilemini.com

Customer #	Invoice #	Invoice Date	Seq #	Terms
10013198	9010270625	April 06,2021	2	Net 45 Days
Payment Due			\$139.69	

BLACKMON MOORING
 A/P
 5718 AIRPORT FRWY
 HALTOM CITY TX 76117

MOBILE MINI BRANCH:
 Houston
 5930 Winfield Road
 Houston TX 77050
 Phone# (713) 280-0655

HC OE
 26959100 / 575927800

Contract#	Bill to ID	Customer PO	Ordered By	Rental Period	Invoice Due Date	Job Location
1001479865		14300 WALLISVILLE SHAWN	Shawn Primeaux	04/06/2021 TO 05/03/2021	May 21,2021	BLACKMON MOORING CONSTRUCTION 14300 Wallisville Rd Houston TX 77049-4135

Quantity	Item#/Description	Price/Rate	Amount
1.00	25' PREMIUM DOORS ON BOTH ENDS SN: CS25NZJ0010 000000118628	\$125.00 Rental	\$125.00 T*
1.00	PERSONAL PROPERTY EXPENSE	\$5.25 Rental	\$5.25 T*
	Sub - Total		\$130.25
	Tax		\$9.44
	Invoice Total		\$139.69

T* - Denotes taxable item, N* Denotes non-taxable item.



Welcome to our new customer portal, MM Connect. Register today to make online payments, sign up for Auto-Pay, view invoices and statements, and other self-serve features.

<https://portal.mobilemini.com>
 (800) 456-1751

You remain responsible for the invoice balance if there is a problem collecting payment. Late fees and finance charges may be assessed if payment is not received on time.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

Invoice Total: \$139.69
 Invoice Number: 9010270625
 Due Date: May 21,2021
 Customer: BLACKMON MOORING
 Customer No: 10013198

Please Remit To:
 Mobile Mini
 PO BOX 650882
 DALLAS TX 75265-0882

494942



SPRINT WASTE OF TEXAS, LP

DEPT# 42274
PO BOX 650823
DALLAS, TX 75265-0823
Tel: (281) 491-7775
Fax: (281) 277-1832

SPRINT

INVOICE NO	0000103082
INVOICE DATE	2/28/2021
CUSTOMER NO	000418
CUSTOMER PO	

BLACKMON MOORING OF HOUSTON
5718 AIRPORT FREEWAY
HALTOM CITY, TX 76117

HCDE

25959100 / 515927800

DATE	QUANTITY	FREQUENCY	DESCRIPTION	WORK ORDER	AMOUNT
------	----------	-----------	-------------	------------	--------

Site 000418-0205 - BLACKMON MOORING OF HOUSTON - 14300 WALLISVILLE RD, HOUSTON - PO: 25959100

02/26/2021	1.00		DELIVER 30 YARD ROLL OFF	0000225658	\$169.00
02/26/2021	1.00		DELIVER 30 YARD ROLL OFF	0000225659	\$169.00
			FUEL SURCHARGE		\$66.76
			SALES TAX		\$33.38
			ADMINISTRATIVE FEE		\$9.95

We appreciate your prompt net 30 day payment!

First month container rent is included in the above base price of the container.

Total New Charges: \$448.09

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

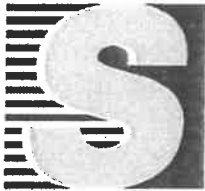
BLACKMON MOORING OF HOUSTON
5718 AIRPORT FREEWAY
HALTOM CITY, TX 76117

CUSTOMER NO	INVOICE DATE	INVOICE NO	NEW CHARGES
000418	2/28/2021	0000103082	\$ 448.09
CHECK NO		AMOUNT ENCLOSED	
		\$	

SPRINT WASTE OF TEXAS, LP
DEPT# 42274
PO BOX 650823
DALLAS, TX 75265-0823

Be sure to write your customer number on your check

494943



SPRINT WASTE OF TEXAS, LP

DEPT# 42274
PO BOX 650823
DALLAS, TX 75265-0823
Tel: (281) 491-7775
Fax: (281) 277-1832

Spumeary

INVOICE NO	0000104726
INVOICE DATE	3/13/2021
CUSTOMER NO	000418
CUSTOMER PO	

BLACKMON MOORING OF HOUSTON
5718 AIRPORT FREEWAY
HALTOM CITY, TX 76117

HCDE 25959100/515927800

DATE	QUANTITY	FREQUENCY	DESCRIPTION	WORK ORDER	AMOUNT
------	----------	-----------	-------------	------------	--------

Site 000418-0205 - BLACKMON MOORING OF HOUSTON - 14300 WALLISVILLE RD, HOUSTON - PO: 25959100

03/11/2021	1.00		FINAL REMOVAL 30 YARD ROLL OFF	0000229116	\$381.47
03/11/2021	1.00		SAME SPOT SWAP	0000229117	\$32.50
03/11/2021	1.00		SWAP 30 YARD ROLL OFF	0000229117	\$381.47
			FUEL SURCHARGE		\$157.10
			SALES TAX		\$78.55
			ADMINISTRATIVE FEE		\$9.95

We appreciate your prompt net 30 day payment!

First month container rent is included in the above base price of the container.

Total New Charges: \$1,041.04

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

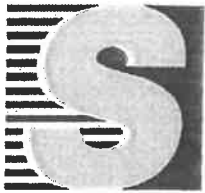
BLACKMON MOORING OF HOUSTON
5718 AIRPORT FREEWAY
HALTOM CITY, TX 76117

CUSTOMER NO	INVOICE DATE	INVOICE NO	NEW CHARGES
000418	3/13/2021	0000104726	\$ 1,041.04
CHECK NO		AMOUNT ENCLOSED	
		\$	

SPRINT WASTE OF TEXAS, LP

DEPT# 42274
PO BOX 650823
DALLAS, TX 75265-0823

Be sure to write your customer number on your check



SPRINT WASTE OF TEXAS, LP

DEPT# 42274
PO BOX 650823
DALLAS, TX 75265-0823
Tel: (281) 491-7775
Fax: (281) 277-1832

SPumeauit

494944

INVOICE NO	0000106168
INVOICE DATE	3/27/2021
CUSTOMER NO	000418
CUSTOMER PO	

BLACKMON MOORING OF HOUSTON
5718 AIRPORT FREEWAY
HALTOM CITY, TX 76117

*HC DE
25959100/575927800 SR*

DATE	QUANTITY	FREQUENCY	DESCRIPTION	WORK ORDER	AMOUNT
------	----------	-----------	-------------	------------	--------

Site 000418-0205 - BLACKMON MOORING OF HOUSTON - 14300 WALLISVILLE RD, HOUSTON - PO: 25959100

03/22/2021	1.00		FINAL REMOVAL 30 YARD ROLL OFF	0000231202	\$381.47
			FUEL SURCHARGE		\$75.34
			SALES TAX		\$37.67
			ADMINISTRATIVE FEE		\$9.95

We appreciate your prompt net 30 day payment!

First month container rent is included in the above base price of the container.

Total New Charges: \$504.43

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

BLACKMON MOORING OF HOUSTON
5718 AIRPORT FREEWAY
HALTOM CITY, TX 76117

CUSTOMER NO	INVOICE DATE	INVOICE NO	NEW CHARGES
000418	3/27/2021	0000106168	\$ 504.43
CHECK NO		AMOUNT ENCLOSED	
		\$	

SPRINT WASTE OF TEXAS, LP

DEPT# 42274
PO BOX 650823
DALLAS, TX 75265-0823

Be sure to write your customer number on your check

494945



Temp Power Group
PO Box 734
Roanoke Texas 76262
855-505-POWER

SPumeair

INVOICE

Invoice#	: 8092	Service Location	: 14300 Wallisville Rd.
Invoice Date	: 03.10.2021		Houston TX. 77049
Due Date	: 04.24.2021	Service Date	: 02.25.2021
PO / Cust Name	: 25959100 / Harris County Dept of Ed (Storm Uri)		

Bill To *515927800*

Blackmon Mooring Houston
10511 Kipp Way #400
Houston TX 77099

Item & Description	Qty	Rate	Amount
Temporary Power Panel	2	715.00	1,430.00
Distribution Power Cable	1	175.00	175.00
Total Due			\$1,605.00

Payment Terms
Invoice is due 45 days from the billing date. A monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all invoices within 15 days after due date.

TECL #24336

Regulated by The Texas Department of Licensing and Regulation, PO Box 12157 Austin TX 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov



496087

ACCOUNT: 6021-360

INVOICE: 2319687
 DATE: 03/31/21
 PURCHASE ORDER: 25959100
 AMOUNT DUE: \$ 1,946.57
 TERMS: NET 30 DAYS

Bill To: BMS CAT INC
 5718 AIRPORT FREEWAY
 HALTOM CITY, TX 76117

Location: BLACKMON MOORING OF HOUSTON
 14300 WALLISVILLE ROAD
 HOUSTON, TX 77049

HCDE
 25959100/515927800

MARCH 2021

STR

START CYCLE	END CYCLE	REFERENCE	DESCRIPTION	QTY	AMOUNT	TOTAL
3/10/2021	3/16/2021		PRORATED PORT TOILET 3X WK SERVICE	1.00	399.00	399.00
3/10/2021			PRORATED FUEL SURCHARGE	1.00	19.95	19.95
3/10/2021			PRORATED TOILET DAMAGE WAIVER	1.00	5.60	5.60
3/10/2021	3/10/2021	7236978	DELIVER PORTABLE TOILET	1.00	100.00	100.00
3/17/2021	3/23/2021		PRORATED PORT TOILET 3X WK SERVICE	1.00	399.00	399.00
3/17/2021			PRORATED FUEL SURCHARGE	1.00	19.95	19.95
3/17/2021			PRORATED TOILET DAMAGE WAIVER	1.00	5.60	5.60
3/24/2021	3/30/2021		PRORATED PORT TOILET 3X WK SERVICE	1.00	399.00	399.00
3/24/2021			PRORATED FUEL SURCHARGE	1.00	19.95	19.95
3/24/2021			PRORATED TOILET DAMAGE WAIVER	1.00	5.60	5.60
3/31/2021	4/6/2021		PRORATED PORT TOILET 3X WK SERVICE	1.00	399.00	399.00
3/31/2021			PRORATED FUEL SURCHARGE	1.00	19.95	19.95
3/31/2021			PRORATED TOILET DAMAGE WAIVER	1.00	5.60	5.60

THANK YOU FOR CHOOSING POT-O-GOLD RENTALS, LLC! WE APPRECIATE YOUR BUSINESS!

www.potogoldwaste.com

Terms and conditions apply to this invoice. All tonnage over 6 tons per haul is subject to a tonnage fee. Legal Action taken against customers for unpaid invoices will be governed by the laws of your state. ALL LEGAL COSTS for collection will be the responsibility of the customer.

Current Charges:	\$1,798.20
Taxes:	\$148.37
Invoice Total:	\$1,946.57
Balance:	\$1,946.57

REMIT TO:

POT-O-GOLD RENTALS LLC
 POST OFFICE BOX 1627
 HAMMOND, LA 70404

1-888-POT-O-GOLD (768-6465)
 PHONE: 2818629433
 FAX: 8322713232
 orders@potogoldwaste.com

Account 6021-360



Printed On 4/19/2021

Regular Board Meeting

7.E.

Meeting Date: May 19, 2021
Title: Coolwood Head Start
Submitted For: Bill Monroe, Purchasing

Submitted By: Kendra Jackson
HCDE Goal(s): 2. Deliver value responsibly
4. Provide cost savings by leveraging tax dollars

Recommended Action: Approve

Additional Resource Personnel: Richard Vela, Dr. Jesus Amezcua, Kendra Jackson
Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider approval of amendment to Professional Services Agreement with English + Associates Architects, Inc. for the design of the Coolwood Head Start Center to change the calculation of compensation from a method based on percentage of construction costs to a method based on a stipulated sum as required by the federal funds regulations under 2 C.F.R. 200.324. (The total amount of the compensation will remain the same at \$428,538.06, and the contract was procured under RFQ # 20/043IA. This project is funded with federal funds).

Subject:

Architect Contract
Coolwood Head Start Center

Rationale:

The Board approved the English and Associates architect contract for the Coolwood Head Start Center. This project is funded with federal funds, and the total amount is projected at \$428,538.06 or 6.5% of the projected construction costs. According to federal requirements under 2 cfr 200.324, the contract cannot be based on a percentage basis. It must be a set amount. To comply with federal rules, HCDE is recommending amending the contract. There is no increase in the contract.

Fiscal Impact

Attachments

AIA
Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing	Kendra Jackson	05/03/2021 09:47 AM
Purchasing Alternate (Originator)	Kendra Jackson	05/03/2021 10:29 AM
Purchasing	Kendra Jackson	05/03/2021 10:30 AM
Assistant Superintendent - Business	Kendra Jackson	05/03/2021 05:53 PM
Purchasing Alternate (Originator)	Kendra Jackson	05/03/2021 05:54 PM



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Harris County Department of Education’s new Coolwood Head Start Center. Site A is located at 767 Coolwood Drive, Houston, TX 77013. Site B is located between Coolwood Drive and Mae Drive, Houston, TX 77013.

AGREEMENT INFORMATION:

Date: March 1, 2021

AMENDMENT INFORMATION:

Amendment Number: 001

Date: May20, 2021

OWNER: *(name and address)*

Harris County Department of Education
6300 Irvington Boulevard
Houston, Texas 77022

ARCHITECT: *(name and address)*

English + Associates Architects, Inc.
1919 Decatur Street
Houston, Texas 77007

The Owner and Architect amend the Agreement as follows:

The following modifications shall be made to the AIA B-101-2017, Agreement between Owner and Architect, dated March 1, 2021.

Section 11.1.2 is deleted.

Section 11.1.1 is deleted and is replaced with the following:

The Architect shall be compensated for the total Stipulated Sum of Four Hundred Twenty-Eight Thousand, Five Hundred Thirty-Eight Dollars and Six Cents (\$428,538.06), including for Basic Services in the amount of Three Hundred Eight-Six Thousand, Six Hundred Eight-Eight Dollars and Six Cents (\$386,688.06); for the public utility plans design services in the amount of Nineteen Thousand Five Hundred Dollars and Zero Cents (\$19,500.00); for Architect Expedited Fee in the amount of Three Thousand Four Hundred Fifty Dollars and Zero Cents (\$3,450.00); City Expedited Fee of Three Thousand Dollars and Zero Cents (\$3,000.00); and for Reimbursables Fifteen Thousand Nine Hundred Dollars and Zero Cents (\$15,900.00).

When compensation for services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect’s services in Section 11, including Section 11.5

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

As stated above.

Schedule Adjustment:

None.

SIGNATURES:

English + Associates Architects, Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Kathleen A. English
Principal

PRINTED NAME AND TITLE

DATE

Harris County Department of
Education

OWNER *(Firm name)*

SIGNATURE

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent of Business
Services

PRINTED NAME AND TITLE

DATE



Exhibit H

COMPENSATION

Basic Services

PHASE I – Schematic Design		
Architect	(English + Associates Architects, Inc.)	\$37,500
Civil Engineer	(Duplantis Design Group, PC)	\$6,000
Structural Engineer	(Matrix Structural)	\$3,000
MEP Engineer	(Jones Engineers)	\$8,800
Landscape Architect	(Mary L. Goldsby Associates)	\$ 780
Food Service Designer	(FCA Design)	\$2,398
IT	(English + Associates Architects, Inc.)	\$1,000
Schematic Design fee Subtotal		\$59,478
PHASE 2 – Design Development		
Architect	(English + Associates Architects, Inc.)	\$45,000
Civil Engineer	(Duplantis Design Group, PC)	\$7,000
Structural Engineer	(Matrix Structural)	\$5,000
MEP Engineer	(Jones Engineers)	\$14,700
Landscape Architect	(Mary L. Goldsby Associates)	\$ 2340
Food Service Designer	(FCA Design)	\$ 000
IT	(English + Associates Architects, Inc.)	\$ 000
Design Development fee Subtotal		\$74040
PHASE 3 - Construction Documents		
Architect	(English + Associates Architects, Inc.)	\$75,000
Civil Engineer	(Duplantis Design Group, PC)	\$14,000
Structural Engineer	(Matrix Structural)	\$9,000
MEP Engineer	(Jones Engineers)	\$18,100
Landscape Architect	(Mary L. Goldsby Associates)	\$ 8,580
Food Service Designer	(FCA Design)	\$ 3,082
IT	(English + Associates Architects, Inc.)	\$ 1,588
Construction Documents fee Subtotal		\$129,350
PHASE 4 – Bid, Permit & TDLR		
Architect	(English + Associates Architects, Inc.)	\$12,500
Civil Engineer	(Duplantis Design Group, PC)	\$5,000
Structural Engineer	(Matrix Structural)	\$000
MEP Engineer	(Jones Engineers)	\$2,500
Landscape Architect	(Mary L. Goldsby Associates)	\$ 780
Food Service Designer	(FCA Design)	\$ 343
IT	(English + Associates Architects, Inc.)	\$ 000
Bid, Permit &TDLR fee Subtotal		\$21,123
PHASE 5 - Construction Administration		
Architect	(English + Associates Architects, Inc.)	\$75,000



Civil Engineer	(Duplantis Design Group, PC)	\$4,800
Structural Engineer	(Matrix Structural)	\$4,050
MEP Engineer	(Jones Engineers)	\$14,700
Landscape Architect	(Mary L. Goldsby Associates)	\$ 3,120
Food Service Designer	(FCA Design)	\$ 1,028
IT	(English + Associates Architects, Inc.)	\$ 000
Construction Administration fee Subtotal		\$102,698

SUBTOTAL FOR BASIC DESIGN SERVICES \$386,688

Additional Services

Due to the fact that his property currently does not have sanitary sewer on site, the project will required public utilities design plans. This will include design with plan and profile and assistance for any required encroachment agreements and city submission and coordination. It is assumed that the owner will cover the cost of additional survey that may be required in the rights-of-ways.

Civil Engineering	(Duplantis Design Group, PC)	\$19,500
Construction Document fee Subtotal		\$19,500

As requested, we will provide an additional Service fee for coordination of expedited permit review if required during the permit process. Typical permitting coordination and responses are included in the base fee. This design fee and reimbursables are specific to coordinating expedited overnight reviews. This add service is based on up to 6 different after hours expedited reviews if necessary. If requested by the client, we will not proceed without written authorization for this allowance.

Architect	(English + Associates Architects, Inc.)	\$3,450
City Expedite fee		\$3,000
Construction Document fee Subtotal		\$6,450

SUBTOTAL FOR ADDITIONAL DESIGN SERVICES \$25,950

Reimbursable Allowance Expenses as defined in Article 3

TDLR Review Allowance	\$2,400
25% permit fee deposit allowance	\$6,500
Printing, courier & other reimbursable expenses allowance	\$7,000
REIMBURSABLE ALLOWANCE SUBTOTAL	\$15,900

TOTAL FOR ARCHITECTURAL AND ENGINEERING SERVICES..... \$428,538

Regular Board Meeting

7.F.

Meeting Date: May 19, 2021
Title: Humble Early Head Start
Submitted For: Bill Monroe, Purchasing

Submitted By: Kendra Jackson
HCDE Goal(s): 2. Deliver value responsibly
4. Provide cost savings by leveraging tax dollars

Recommended Action: Approve

Additional Resource Personnel: Richard Vela, Dr. Jesus Amezcua, Kendra Jackson

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider approval of English + Associates Architects, Inc. contract under RFQ # 20/043IA for the design of the Humble Early Head Start Center in the amount of \$53,173 (this project is funded with federal funds).

Subject:

Architect Contract
Humble Early Head Start Center

Rationale:

The Board HCDE received a grant for early head start expansion at Humble Head Start. The projected total cost of the project is \$966,243. The architect contract is estimated at \$53,173. The funding for this project is federal funds.

Fiscal Impact

Attachments

AIA English and Associates Humble Head Start

Form Review

Inbox

Purchasing
Purchasing Alternate (Originator)
Purchasing
Assistant Superintendent - Business
Form Started By: Kendra Jackson
Final Approval Date: 05/07/2021

Reviewed By

Kendra Jackson
Kendra Jackson
Kendra Jackson
Jesus Amezcua

Date

05/03/2021 06:06 PM
05/03/2021 06:07 PM
05/03/2021 06:08 PM
05/07/2021 09:42 PM
Started On: 05/03/2021 07:56 AM

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 5th day of May in the year 2021
(In words, indicate day, month and year.)

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

Harris County Department of Education
6300 Irvington Boulevard
Houston, Texas 77022
Telephone: 713.694.6300

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

English + Associates Architects, Inc.
1919 Decatur Street
Houston, Texas 77007

The use of the term "Architect" throughout this Agreement shall apply to the professional services of Architects or Engineers authorized by law to perform the services described in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals. The Architect/Engineer shall provide architectural/engineering services for the Project as described in this Agreement. The Architect shall comply with Texas Administrative Code, Title 19 Section 61.1036, pertaining to services and actions required of the Architect.

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

Architectural and engineering design services for the installation of a modular building at Harris County Department of Education's Humble Early Head Start Center. The location is at a leased property located at 130 Atascocita Rd, Humble, TX 77369. The modular building will be approximately 36ft x 68ft.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's preliminary program for the Project is detailed in Exhibit B attached hereto and incorporated by reference herein. See Section 3.2 for programming services.

Architect acknowledges that Owner has submitted an application for an Early Head Start grant with the U.S. Department of Health and Human Services, Administration for Children and Families (collectively, "HHS"). Federal grant funds will be used to pay for all or a portion of funds due under this Agreement and Architect acknowledges that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by Owner from the awarding agency, HHS, for the design and construction of this specific Project. Architect shall comply with all applicable flow-down, referenced, and incorporated provisions referenced in the NOGA. As such, if Owner does not receive sufficient funding for the services provided in this Agreement from HHS or if HHS terminates, in whole or in part, or decreases the Award, Owner may terminate this Agreement without penalty or further obligation to Architect, at any time upon written notice to Architect. Architect agrees to execute an amendment to this Agreement, as requested by Owner, if and when a NOGA is received by Owner, incorporating all applicable flow-down provisions into this Agreement.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

- Architect shall provide architectural, MEP, structural and civil design services to prepare permit plans for the installation of (1) 36 ft x 68 ft modular building to be utilized as classroom space. The site has a church building and an existing Head Start modular building. This Project involves the installation of an additional modular building on that site. The desired location for the new modular building is in the grassy area south of the existing playground. The site is in the 100-year flood plain and the installation design will need to be coordinated with current flood plan requirements.
- The Architect shall design any and all parking lot modifications, sidewalks, ramps, porches and awnings associated with the Owner-selected specific modular building. The Architect shall coordinate design drawings for installation of Owner-selected pre-manufactured modular play equipment along with detention required by this Project. The potable water, sanitary sewer and electrical connections are on the site and the Architect shall determine if the Owner-selected new modular building can tie in at those locations. If during the preliminary design phase it is determined that the existing sanitary and water are not sufficient then the required design fee for the Civil Engineer to address water and sanitary modifications to meet the needs for the new modular building are included. If the electrical service is not sufficient, the Architect has added a design fee allowance for MEP to coordinate and design electrical modifications/upgrades as required for the new modular building.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Subject to modification at a later date by Owner, in its sole discretion, estimated Project budget for the Project is as follows:

Estimated construction budget: \$966,243.00
FFE (Fixture, Furniture & Equipment) TBD by Owner

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

.1 Design phase milestone dates, if any:

Schematic Design: June 8, 2021
Design Development: July 7, 2021
Construction Documents: August 18, 2021

.2 Construction commencement date:

September 27, 2021

.3 Substantial Completion date or dates:

January 16, 2022

.4 Other milestone dates:

n/a

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Init.

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Unless otherwise modified by mutual agreement of the Parties, the method of project delivery shall be by Competitive Sealed Proposals and may also include Job Order Contracting and cooperative purchasing.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rich Vela
Harris County Department of Education
Executive Director of Facilities
6300 Irvington Boulevard
Houston, Texas 77022
713.681.6051
rvela@hcde-texas.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Joe Carreon
Harris County Department of Education
Director of Construction and Facilities Support Services
6300 Irvington Boulevard
Houston, Texas 77022
713.696.2107
jcarreon@hcde-texas.org

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

.1 Geotechnical Engineer:

HTS Inc Consultants
416 Pickering St
Houston, TX 77091

.2 Construction Materials Engineering and Testing:

HTS Inc Consultants
416 Pickering St
Houston, TX 77091

.3 Other, if any:

Init.

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

Commissioning Agent:

Rice and Garder Consultants, Inc.
6161 Savoy Drive, Suite 1212
Houston, TX 77036

HVAC System Test and Balance:

National Precisionaire, LLC
21321 Inverness Forest Blvd
Houston, TX 77073

Surveyor:

Doucet & Associates
10190 Katy Freeway, Suite 110
Houston, Texas 77042

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

Kathleen A. English
English + Associates Architects, Inc.
1919 Decatur Street
Houston, Texas 77007

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained by Architect under Basic Services:

.1 Structural Engineer:

Garza Mclain Structural Engineers
13313 Southwest Fwy #136
Houston, Texas 77478

.2 MEP Engineer:

Infrastructure Associates
6117 Richmond Ave #200
Houston, Texas 77057

.3 Electrical Engineer:

Infrastructure Associates
6117 Richmond Avenue, #200
Houston, Texas 77057

.4 Civil Engineer:

Duplantis Design Group, PC
1308 Camellia Blvd.
Lafayette, LA 70508

Init.

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

§ 1.1.11.2 Consultants retained under Supplemental Services: None.

§ 1.1.12 Other Initial Information on which the Agreement is based: None.

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

§ 1.3 The parties may agree upon protocols, in writing, governing the transmission and use of Construction Documents or Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

(Paragraph deleted)

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect shall comply with Texas Administrative Code, Title 19 Section 61.1036, pertaining to services and actions required of the Architect. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

§ 2.2 The Architect shall use the Architect's best efforts, skill, judgment and abilities to perform the services in compliance with all laws, regulations, codes, ordinances and orders of governmental bodies having jurisdiction, to further the interests of the Owner in accordance with the Owner's requirements and procedures, and to represent that the Project, if built in compliance with the plans and specifications, will comply with all applicable laws, codes and ordinances, and will be structurally sound and safe for use as a Head Start facility. The laws, regulations, codes, ordinances and orders of governmental bodies having jurisdiction (referenced above) include, but are not limited to: (1) all applicable Federal, state, and local laws, statutes, rules, and regulations, and all terms, conditions, and requirements of the Federal HHS award, including the provisions of FFATA, which includes requirements on executive compensation, requirements implementing the Act for the Owner at 2 CFR part 25 and 2 CFR part 170, and statutory requirements for whistleblower protections at 10 U.S.C. 2324 and 2409, and 41 U.S.C. 4304, 4310, and 4712; (2) all applicable building regulations, requirements, and codes; (3) applicable child care licensing requirements and standards, (4) the access requirements of the Americans with Disabilities Act; (5) section 504 of the Rehabilitation Act; (6) the Flood Disaster Protection Act of 1973; (7) the National Historic Preservation Act of 1966; (8) Head Start requirements, including, without limitation, 45 C.F.R. Part 87; 45 C.F.R. Chapter XIII Parts 1301, 1302, 1303, 1304, and 1305, Subpart E, Facilities, 45 C.F.R. 1303 of the Head Start Performance Standards, the HHS Grants Policy Statement (including subsequent revisions or amendments), 45 CFR Part 75, and all flow-down or otherwise applicable provisions of the HHS Grant awarded to the Owner for this Project (9) zoning requirements; and (10) health and safety regulations. The Architect shall be responsible to the Owner for all costs and damages resulting from: (1) defects in design; (2) non-workability of design details; (3) failure of the Architect to comply with the terms of this

Init.

Agreement; and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts, or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of, or payment for, all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

§ 2.5 Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts outlined herein and in Exhibit C, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. In addition to the foregoing, because federal funds are being used to make payments under this Agreement, the Architect must maintain physical damage or destruction insurance at the full replacement value of the facility in accordance with 45 C.F.R. § 1303.52. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers' compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than ten years from the Final Completion of all construction of this Project (or twelve years, as allowed by Texas Civil Practice and Remedies Code §16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's authorized representative. Any nonconformity may be grounds for termination or modification of the Agreement. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner. Said lack of insurance may then be grounds for termination or modification of this Agreement. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the amounts outlined herein and in Exhibit C.

(Paragraphs deleted)

§ 2.5.1 Texas Workers' Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

- .1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.
- .2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This

includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

- .3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.
- .5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:
 - .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
 - .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
 - .2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

- .3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .4 Obtain from each other person with whom it contracts, and provide to the Architect:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project; and
 - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
- .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this Agreement or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ 2.6 All Engineers and other Consultants retained to work for Architect, or retained at Architect's expense, shall carry and produce evidence of the same amounts of insurance coverage under the same conditions as described in Section 2.5 above, and of a type acceptable to the Owner at the Architect's expense, unless different coverage is agreed to in advance by Owner.

§ 2.7 The Architect shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall be responsible for making, and agrees to make, timely payment to all Engineers and Consultants retained by the Architect for the Project.

§ 2.8 The Architect shall provide recommendations and the Architect shall respond to Owner requests with regard to accelerated or fast-track scheduling, procurement or phased construction so as to facilitate the preparation of Individual Package Pricing by the Contractor. The Architect shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues

in making recommendations. When approved by the Owner, the Architect shall complete those activities in Article 3 to accomplish the completion of phased project delivery.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in Article 3 and Article 4 and any other services identified as part of the Basic Services, and include all structural, civil, mechanical, electrical, and plumbing engineering services, and other consultants as deemed necessary by Programming. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, walkways, staging areas, and accompanying infrastructure, when appropriate. Services not set forth in this Article 3 are Supplemental or Additional Services, unless otherwise stipulated herein.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement, as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees upon Owner's request.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner, as specified herein.
- .3 The Architect shall obtain written approval before proceeding with each Project phase.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made or given without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, (1) Texas Health and Safety Code Chapter 341; (2) all applicable building regulations, requirements, and codes; (3) applicable child care licensing requirements and standards, (4) the access requirements of the Americans with Disabilities Act; (5) section 504 of the Rehabilitation Act; (6) the Flood Disaster Protection Act of 1973; (7) the National Historic Preservation Act of 1966; (8) Head Start requirements; (9) zoning requirements; and (10) health and safety regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1.

§ 3.1.5 The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project the Architect shall comply with applicable design requirements imposed by those authorities and such entities providing utility services. The Architect shall design the extension of utility services necessary for the completion of the project but not provided by entities providing utility services to the Project. The cost of construction of the utilities shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. The Architect shall bear any remedial costs to correct or replace Work not designed in compliance with current federal, state, or local laws at the time the Project is designed and permitted.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall execute the negotiated amendments, which shall constitute Architect's agreement to adhere to any such negotiated amendments.

§ 3.1.7 The Architect will make as many visits as reasonably necessary to verify programming, design, and completion of work items and shall conduct as many reviews of Shop Drawings, product Data items, samples and similar submittals of the Contractor to ensure compliance with the Contract Documents.

§ 3.1.8 The Architect shall provide written updates to the Owner during design and construction not less than bi-weekly. Among other project information, the updates shall indicate actions requiring attention of the Owner.

§ 3.1.9 Architect shall prepare an agenda for all meetings. The agenda shall be distributed not less than 48 hours prior to the start of the meeting. The agenda shall contain the date of the meeting, location for the meeting, the time for the meeting, the requested participants and specific detail about the topics to be discussed so that the participants arrive prepared for productive outcomes. Where a meeting is a regularly occurring event, the meeting agenda shall incorporate all previous open discussion items in a sequential topic and date logical order. The Architect shall be an

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active participant in the development of the agenda and proactive in the resolution of matters scheduled for discussion. The Architect shall participate in all construction progress meetings and all special meetings. The Architect shall be an active participant in the development of the agenda and proactive in the resolution of matters scheduled for discussion by proposing solutions to causes for delay, cost increase and conflicts with Owner's operational needs. The Architect shall prepare and distribute meeting notes (minutes) and ensure coordination of issues raised during the meetings with responsible project stakeholders. This will include construction progress meetings, which the Architect will chair. Meeting notes (minutes) will be issued no later than three (3) working days following the date of the meeting. The architect shall prepare meeting minutes for all meetings attended by the architect. The meeting minutes shall consist of the date of the meeting, location for the meeting, the time for the meeting, the meeting attendees, detail record of all topics discussed, the person responsible for the topic comment/decision/instruction, a listing of the party responsible for the topic, a listing of all action items, a listing of the date assigned, a listing of the date due, a listing of the date closed (retain closed items for one subsequent meeting). Additionally, the meeting minutes shall contain all documents distributed during the course of the meeting; sign in sheet, sketches, plans and specifications, project schedule, request for information logs, change proposal request logs, request for information, pay applications, etc. The minutes shall be distributed not more than 48 hours following the meeting. The Construction Progress Meetings shall contain the following topics as a minimum:

1. Discuss and Approve Previous Meeting Minutes
2. Review Project Progress and Planned Progress
 - a. Completed work
 - b. Planned work
 - c. Presentation and discussion of updated construction progress schedule
3. Payment Applications
4. Report on Issues Which May Impede Planned Progress
5. Laboratory Testing
6. Review of Submittal Schedule and Status of Submittals
7. Review of RFI
8. Review of RFP/procurement solicitation
9. Review of Change Proposals and Change Orders
10. Safety
11. Punch List
12. Closeout
13. Other Business Related to the Work

§ 3.1.10 Intentionally omitted.

§ 3.1.11 The Owner shall furnish existing surveys, if any, known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, if any, the Architect shall not be entitled to rely on the accuracy of information or surveys furnished by the Owner, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements, but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.12 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall furnish to the Owner design criteria and required investigation services not listed above, but required for the Architect's performance of services, for use by the Owner's geotechnical engineer.

§ 3.1.13 Intentionally omitted.

§ 3.1.14 The Architect shall furnish written responses and dispositions to design review comments

§ 3.1.15 The Owner shall pay fees payable to the Texas Department of Licensing and Regulation (TDLR) and Registered Accessibility Specialists (RAS) for document review and inspection relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval. The Architect shall arrange for and attend building assessment by TDLR representative. The Architect shall prepare responses for the use of the Owner in addressing inspection deficiencies identified by the inspection, at no cost to the Owner. Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 3.2 Programming and Schematic Design Phase Services

§ 3.2.1 The Architect shall assist the Owner with the provision of the educational program and educational specifications. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner. The Architect shall provide Programming services as described:

1. Administer programming services;
2. Identify required participants;
3. Identify and prioritize Owner's values, goals and objectives;
4. Perform all necessary information gathering;
5. Analyze information gathered and develop performance and design criteria for the facility;
6. Prepare final Program of Requirements to include:
 1. Executive summary,
 2. Documentation of the methodology used to develop the program,
 3. Value and goal statements,
 4. Relevant facts upon which the program was based,
 5. Conclusions derived from data analysis,
 6. Space listings by function and size,
 7. Initial assumptions for building construction (Uniformat type; foundation, enclosure, finishes, etc.)
 8. Space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs for each space
 9. Estimated Cost of the Work, and
 10. Laws, codes, and regulations applicable to the project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner, in writing, of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present, for the Owner's approval, a written preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible and sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced environmentally responsible and sustainable design services as an Additional Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques. To the extent the Owner has stipulated a construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as Exhibit D to this Agreement. The Architect shall submit the completed Checklist with the Schematic Design Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents in accordance with this Agreement, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, shall refine the Project design, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other elements outlined in this Agreement. The Design Development

Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. A color and material sample board is required.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. To the extent the Owner has stipulated a construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval (if Board approval is required). The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as Exhibit E to this Agreement. The Architect shall submit the completed Checklist with the Design Development Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase.

§3.3.4 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. "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. 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 61.1036 and the standards set forth in this Agreement. 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 comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents

for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

§ 3.4.1.1 Errors and Omissions.

§ 3.4.1.1.1 Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner.

§ 3.4.1.1.2 Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product to detect errors and omissions before they become costly additions to the Project during construction.

§ 3.4.1.1.3 Professional services and costs, if any, as required to correct errors in Construction Documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the Contract Documents.

§ 3.4.1.1.4 Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision. Notwithstanding the foregoing, in the event that any payment(s) to Architect under this Agreement are subsequently disallowed by a state or federal grant awarding agency, including, without limitation, HHS, or in the event that Owner is required to refund any funding received from a state or federal grant awarding agency relating to Architect's work, to the maximum extent permitted by applicable law, Architect shall repay to Owner, on demand, the amount of any such disallowed costs and/or refund; Owner may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Architect under this Agreement.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including, without limitation, (1) school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1036, and Texas Health and Safety Code Section 341.065; (2) all applicable building regulations, requirements, and codes; (3) applicable child care licensing requirements and standards, (4) the access requirements of the Americans with Disabilities Act; (5) section 504 of the Rehabilitation Act; (6) the Flood Disaster Protection Act of 1973; (7) the National Historic Preservation Act of 1966; (8) Head Start requirements; (9) zoning requirements; and (10) health and safety regulations. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1036, and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 Texas Administrative Code Section 61.1036, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1036.

Architect shall also certify that the facilities have been designed according to the provisions of 19 Texas Administrative Code section 61.1036, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the Owner, as required by 19 Texas Administrative Code, section 61.1036. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance, available on the TEA website. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall

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design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's legal counsel, as applicable, in the development and preparation of (1) bidding competitive purchasing, and bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor, or Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms.

As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1, "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

§ 3.4.3.1 As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

§ 3.4.3.2 Intentionally deleted.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 4.3.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or

Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval. The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as Exhibit F to this Agreement. The Architect shall submit the completed Checklist at each phase of review of the Construction Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase. A color and material sample board is required. After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.4.6 As required by Texas Education Agency rule 19 Texas Administrative Code Section 61.1036, Architect shall perform a building code search under applicable regulations that may influence the Project and shall certify that the design has been researched and satisfies the applicable building codes. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents. In addition, within 15 calendar days after the Project is completed, the Architect shall submit to Owner a final facility inspection report. The inspection report must certify that the facility complies with local building codes, applicable child care licensing requirements, is structurally sound and safe for use as a Head Start facility, complies with the access requirements of the Americans with Disabilities Act, section 504 of the Rehabilitation Act, and the Flood Disaster Protection Act of 1973, and complies with National Historic Preservation Act of 1966.

§ 3.4.7 Architect shall insert in the Project Specifications the requirements that: 1) all bonds comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253 or their Successors; and 2) all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirements.

§ 3.4.8 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

§ 3.4.9 The Architect shall prepare a submittal and procurement log file. The file shall contain the anticipated submittals for the project including the submittal section number, the paragraph number around which the submittal is to be generated, a description of the submittal and the title of the submittal section. Submittal and procurement log shall contain not only the technical submittals but administrative submittals required by the Construction Documents and close out submittals required for the project completion. Each submittal required within the specification section shall be categorized according to one of the following categories:

01 - Preconstruction Submittals, 02 - Shop Drawings, 03 - Product Data, 04 - Samples, 05 - Design Data, 06 - Test Reports, 07 - Certificates, 08 - Manufacturer's Instructions, 09 - Manufacturer's Field Reports, 10 - Operation and Maintenance Data, 11 - Closeout Submittals, 12 - Other. Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors and publicly advertising the Project in accordance with public procurement laws. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. To accommodate the Owner's need to fast track or phase projects, the Architect shall prepare for and accomplish multiple construction procurement services for the project, if directed by the Owner. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that his Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

In accordance with 45 C.F.R. § 75.330, the Architect shall ensure that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (1) through (5) of this paragraph.

In accordance with 45 C.F.R. § 75.327, when assisting the Owner with evaluating potential contractors for use on the Project, the Architect must use its best efforts to ensure that contracts are awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration should be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. In addition, the Architect should: (1) when possible and appropriate, use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions; and (2) use a time and materials type contract only after a determination that no other contract is suitable. If a time and materials type contract is to be used, the contract must include a ceiling price that the contractor exceeds at its own risk and provide for a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

In accordance with 45 C.F.R. § 75.332, the Architect must assist the Owner in performing a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, independent estimates must be made before receiving bids or proposals. Profit must be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

In accordance with 45 C.F.R. § 75.334, the Architect must assist the Owner in complying with the following minimum requirements for construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (unless the HHS awarding agency or pass-through entity accepts the bonding policy and requirements of the Owner, provided that the HHS awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected): (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents

as may be required within the time specified; (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract; and (d) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 C.F.R. Part 223.

In accordance with the Stevens Amendment, the Architect shall ensure that all "statements" (including, but not limited to, requests for proposal and bid solicitations) acknowledge federal funding when publicly communicating projects or programs funded through an HHS annual appropriation. When describing projects or programs funded in whole or in part with HHS federal funds, statements must include (1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and (2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must acknowledge the federal assistance using one of the statements provided by HHS on its Web site or a similar statement. Architect is responsible for determining the full requirements of the Stevens Amendment applicable to the Project, including any specific language that is required to be used, and ensuring compliance with such.

In accordance with 45 C.F.R. § 75.327, Owner is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.

In accordance with 45 C.F.R. § 1303.55, Owner must obtain the responsible HHS official's written approval before it uses Head Start funds, in whole or in part, to contract construction or renovation services. Accordingly, Architect must ensure that the procurement timeline allows Owner adequate time to seek and obtain such approval. If such approval is denied, Architect must work with Owner to accommodate the responsible HHS official's requests and seek approval again, until an acceptable contract is approved. In addition, Architect must ensure that (1) contracts for construction or renovation services are paid on a lump sum fixed-price basis, and (2) all construction and renovation contracts paid, in whole or in part, with Head Start funds contain a clause that gives the responsible HHS official or his or her designee access to the facility, at all reasonable times, during construction and inspection.

§ 3.5.2 Competitive Bidding or Purchasing

§ 3.5.2.1 Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. If the Owner intends to solicit competitive sealed proposals, the provisions of 3.5.2 shall still apply, and the terms "Competitive Bidding" and "Competitive Proposals" shall be used interchangeably. The Contract Documents are enumerated in the agreement, as amended, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, Addenda issued prior to execution of the Owner/Contractor Agreement, and other documents listed in the Owner/Contractor Agreement and Modifications issued after execution of the Owner/Contractor Agreement.

§ 3.5.2.2 If requested by Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

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

§ 3.5.2.3 In consultation with the Owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project."

§ 3.5.3 Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the agreement, as amended, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, and other documents listed in the Owner/Contractor Agreement and Modifications issued after execution of the Owner/Contractor Agreement.

§ 3.5.3.2 If requested by Owner, Architect shall assist the Owner in obtaining proposals by:

- .1 procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and subcontractors, requesting their return upon completion of the negotiation process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;
- .2 distributing the Proposal Documents to prospective contractors, requesting their return upon completion of the procurement process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective contractors;
- .3 organizing and conducting a pre-proposal conference for prospective contractors;
- .4 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda;
- .5 organizing and participating in selection interviews with prospective contractors;
- .6 evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 In consultation with the Owner, , the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended for the Project, and as specified in Section 3.6.1 herein. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or

omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and at final completion, plus services required under this Agreement in connection with the contractual correction period.

§ 3.6.1.4 The Architect shall be responsible for a complete re-evaluation of the Work approximately eleven (11) months after the date of Substantial Completion. Furthermore, the Architect shall report all deficiencies in the Work uncovered during said evaluation and shall be responsible for monitoring the correction of said deficiencies regardless of other time limits set forth elsewhere in this Agreement.

§ 3.6.1.5 Warranty Phase – the Architect shall be responsible for tracking and reporting all known building deficiencies to the Contractor for a period of one year from the date of Substantial Completion (beginning with Substantial Completion for the last project in the case of phased project delivery). Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of completed corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least bi-weekly (or more when deemed necessary by the Owner's Designated Representative or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and (6) to document progress of the Work, in written and photographic form. 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 superintendent, Architect's project representative, and Architect. Architect or his authorized representative will provide continuous 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. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Furthermore, a minimum of two (2) job-site meetings per month shall be initiated by the Architect and shall include the Owner, the Architect, the General Contractor's Project Manager, the General Contractor's Project Superintendent and any others deemed necessary. To expedite decision making and improve project communications, the Architect's consultants shall attend when ongoing construction activities pertain to the scope of the consultant's services, unless attendance is waived by the Owner in writing. Said meetings will commence at the time of Construction commencement and shall cease after Substantial Completion. The architect, and consultants to the architect, shall prepare site observation reports following each occasion when the Architect or consultant to the architect is at the project site, including regularly scheduled progress meetings. The site observation report shall contain photos of the general condition of the project, construction crews on site, work in progress, deficiencies noted in the work including communication given in verbal format, action items and follow up needs generated during the course of the site visit. Site observation reports shall be distributed within 48 hours of the site observation to the Owner and the Contractor. Action items developed during the site observation shall be tracked during subsequent site visits and discussed during construction progress meetings.

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Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

The Architect shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase/job orders.

In accordance with HHS regulations, the Project must be used for the originally authorized purpose, and Owner will be required to obtain the responsible HHS official's written permission before Owner may use real property or a facility subject to a federal interest for a purpose other than that for which Owner's application was approved. In addition, the property may not be used for any purpose inconsistent with the Head Start Act or applicable Head Start regulations. Accordingly, upon completion, the Project must be fit for the purpose for which HHS funding was approved. If this purpose cannot be achieved, and Owner is unable to obtain the responsible HHS official's written permission to use the Project for another acceptable purpose, Owner may terminate this Agreement without penalty. Such a termination shall otherwise be governed by the provisions set forth in Article 9, "Termination or Suspension."

§ 3.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any nonconforming Work, and shall reject such nonconforming work unless the Owner objects to the rejection, in writing, within 24 hours of such notification. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the Architect, nor a decision made in good faith either to exercise, or not to exercise, such authority, shall give rise to a duty or responsibility of the Architect to the Contractor, Construction Manager at Risk, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

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

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. The Architect shall render initial recommendations on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. The Owner's interpretations and opinions on matters relating to the aesthetic effect shall be final.

§ 3.6.2.5 The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's

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application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated, and in the Architect's professional opinion, the quality of the Work is in accordance with the Construction Documents and Contract Documents, and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing to Owner. The Architect shall certify amounts due reflect the allowable amounts for pre-construction phase services, General Conditions, Fees, use of Allowances and use of Contingencies, approved Change Orders, approved Allowance Expenditure Authorizations (AEA's) and approved Change Proposal Requests (CPR's).

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall prepare a listing of all required submittals for the project and distribute to the Owner and Contractor. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within ten (10) business days.

If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within five (5) business days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With notice and consent of Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Allowance Expenditure Authorizations, Change Proposal Requests, Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents at no additional expense to the Owner, whether initiated by Owner, Contractor or Architect. In accordance with 45 C.F.R. § 1303.55, Owner must obtain prior written approval from the responsible HHS official for contract modifications that would change the scope or objective of the Project or would materially alter the costs, by increasing the amount of grant funds needed to complete the Project. Accordingly, Architect must ensure that the timeline for approving any changes in the Work allows Owner adequate time to seek and obtain such approval. If such approval is denied, Architect must work with Owner to accommodate the responsible HHS official's requests and seek approval again, until acceptable contract modifications are approved.

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

§ 3.6.5.3 The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.

§ 3.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' or Board's designee's approval and execution.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a .PDF and printed copy of the drawings and specifications.

§ 3.6.5.5 In transmitting a change proposal request to the Owner, the Architect shall first have verified that the change proposal request contains specific information required for the owner to verify the amounts asserted in the change proposal request. The Architect shall, within 48 hours of receipt, return any change proposal request that does not contain unit price breakdowns to the contractor for additional detail required to complete a full itemized breakdown. Full itemization consists of individual material costs per element (e.g. lockset, valve, light fixture, breaker) of an assembly and labor costs for the completion of the assembly. Additionally, subcontractor costs shall be itemized in the same way. It is the responsibility of the Architect to instruct the contractor regarding the missing content to eliminate

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delays and re-work in the project. The Architect shall verify that the change proposal request contains a cover sheet summarizing the material cost labor costs and allowable mark ups under the contract. The Architect shall verify that the change proposal request contains zero days for extension, or if days are claimed, that the Architect is able to substantiate the amount of days claimed through a review of the contractor's critical path schedule. The Architect shall also transmit an estimate of the cost or credit for the change according to the Architect's own estimating methods.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's forms;
- .3 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating, the Work complies with the requirements of the Contract Documents.
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.
- .6 As set forth in § 3.4.6 above, submit a final facility inspection report to Owner.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall prepare and distribute a punch list of the project when the project prior to Substantial Completion. The punch list shall be comprised of the work of the architect and the architect's consultants. The Architect shall coordinate the work of the consultants to ensure timely arrival to the project for punch list development and timely creation of the punch list from the punch list observation. The punch list shall contain an area or room description, and a photograph of each deficiency listed in the punch list and a space for contractor and architect to individually indicate the date of the correction and observation of the correction, respectively.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall, after verifying completeness, forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall, not less than once a month, meet with the Owner and the Owner's Designated Representative to review the facility operations and performance to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services unless otherwise indicated as a Supplemental or Additional Service. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated. Notwithstanding any provision in this Agreement to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	provided by Architect as basic services
§ 4.1.1.2 Multiple preliminary designs	provided by Architect as basic services
§ 4.1.1.3 Measured drawings	provided by Architect as basic services
§ 4.1.1.4 Existing facilities surveys	not provided
§ 4.1.1.5 Site evaluation and planning	provided by Architect as basic services
§ 4.1.1.6 Building Information Model management responsibilities	provided by Architect as basic services
§ 4.1.1.7 Development of Building Information Models for post construction use	provided by Architect as basic services
§ 4.1.1.8 Civil engineering	provided by Architect as basic services
§ 4.1.1.9 Landscape design	provided by Architect as basic services, if code-required shrubs or parking lot trees are required due to modification of the parking lot
§ 4.1.1.10 Architectural interior design	provided by Architect as basic services; limited to design of floor plan and coordination of manufacturer's standard finishes
§ 4.1.1.11 Value analysis	provided by Architect as basic services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	provided by Architect as basic services
§ 4.1.1.13 On-site project representation	provided by Architect as basic services
§ 4.1.1.14 Conformed documents for construction	provided by Architect as basic services
§ 4.1.1.15 As-designed record drawings	provided by Architect as basic services
§ 4.1.1.16 As-constructed record drawings	provided by Architect as basic services
§ 4.1.1.17 Post-occupancy evaluation	not provided
§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	provided by Architect as basic services
§ 4.1.1.20 Architect's coordination of the Owner's consultants	provided by Architect as basic services
§ 4.1.1.21 Telecommunications/data design	not provided
§ 4.1.1.22 Security evaluation and planning	not provided
§ 4.1.1.23 Commissioning	provided by Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Fast-track design services	provided by Architect as basic services
§ 4.1.1.26 Multiple bid packages	provided by Architect as basic services
§ 4.1.1.27 Historic preservation	not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	not provided
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.29.1 Transportation and traffic engineering	not provided
§ 4.1.1.29.2 Graphics and signage	provided by Architect as basic services; limited to building number on outside of the building and parking lot handicap signs, if required
§ 4.1.1.29.3 Acoustical engineering	not provided

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Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.29.4 Theater design	not provided
§ 4.1.1.29.5 Food service design	not provided
§ 4.1.1.30 Other Supplemental Services	provided by Architect as described in 4.1.2, upon request by Owner
§ 4.1.1.30.1 Warranty phase support services	provided by Architect as basic services
§ 4.1.1.30.2 Animations and Fly-Throughs	not provided
§ 4.1.1.30.3 Alternates	provided by Architect as basic services
§ 4.1.1.30.4 Renderings and Communication Graphics	not provided

§ 4.1.2 Description of Supplemental Services

(Paragraphs deleted)

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.3: The Architect shall be responsible for investigating through non-destructive means and preparing measured drawings (as-builts) of aspects of the project to the level of detail and study as deemed necessary by the Architect for the proper execution of the Work.

4.1.1.4: The Architect shall be responsible for investigating through non-destructive means and preparing existing facility surveys (space layout, building envelope construction details, accessibility, utility services connections, nameplate data, finishes, equipment, above ceiling inspections, etc.) of aspects of the project to the level of detail and study as deemed necessary by the Architect for the proper execution of the Work.

4.1.1.10: The Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation. The Architect shall illustrate the architectural and decorative character of the Project. Such illustrations may include drawings, plans, elevations, sections, renderings, photographs, and samples of actual materials, colors and finishes.

4.1.1.14: The Architect shall, with ten (10) business days of construction notice to proceed provide conformed Construction Documents incorporating all approved changes during bidding and negotiation. Changes include approved substitution requests, approved alternates, value engineering, and clarifications during bidding, and changes required by review of the Authorities Having Jurisdiction. The Conformed documents for construction shall include the graphic illustration of changes previously conveyed only with written narrative or abbreviated notes. The Architect shall affix a seal to the Conformed documents and shall cause the consultants to do the same.

4.1.1.16: The Architect may receive electronic copies of CAD files or marked up record drawings from the Contractor showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor. Based on these changes and others known to the Architect and the Architect's Consultant's, but not shown on the documents provided by the Contractor, the Architect and the Architect's Consultants shall prepare CAD revisions to the documents and issue printed record drawings and a CD containing the CAD files for the project.

4.1.1.21: The Architect shall provide all telecommunications and data design services for the project. Architect shall consult with Owner to develop level of need, expectations and documentation for that design. A complete and functioning system is required. The Architect will design for installation and point to point testing by the contractor all cabling, including copper systems and fiber optic cabling within the building. The Owner will design and install fiber optic cable from utility provider to Main Distribution Frame.

The following shall be included in the Contract Documents:

1. All electrical power for any equipment
2. Infrastructure and wiring for Data drops
3. Data Infrastructure for Wireless Access Points
4. Clocks, paging, and Intercom Systems
5. Scoreboards
6. Theatrical needs
7. HVAC controls and wiring
8. Conduit to "D-Mark" panel for Phone System and Fiber Cable
9. Conduit for Fiber Cable to Patch Panels
10. Cameras, cabling, and infrastructure for Security Monitoring System
11. Security and Access Controls and Infrastructure
12. Power for I-Pad Cart charging stations
13. MDF and IDF Racks
14. Conduit pathway with pull string from utility provider source into building MDF for OFOI fiber cabling
15. Fiber backbone cable and conduit pathway between MDF and IDF and supported equipment

The following shall be purchased by Owner IT contractor and be installed by the Owner IT contractor, except as noted. Architect shall include details in the Contract Documents regarding mounting height, blocking, receptacles, cabling between devices and controllers.

1. Interactive TVs and TV Monitors (OFOI by Owner-selected vendor)
2. Any Projectors, screens, and Monitor Arrays for Video (OFOI by Owner-selected vendor)
3. Network Server Switches, routers, UPS Units and System Hardware for Racks (OFOI by Owner-selected vendor)
4. All Classroom, Computer Lab, CTE and Administrative Computers (OFOI by HCDE internal staff)
5. Wireless Access Points (OFOI for Access Point, Cabling by Contractor)
6. Printers and copiers
7. IP Phones (OFOI by Owner-selected vendor)
8. Fiber backbone cable to building in CFCI conduit

4.1.1.28: Furnish services described by B253™-2019, Article 3 and 4 and their sub-paragraphs. Terms and conditions of this Agreement (B101, as amended) govern where conflict exists.

4.1.1.29.2: Prepare interior graphics consisting of graphics, artwork, logos, banners and similar items; prepare interior directional signage design.

4.1.1.30.1: Establish protocol for reporting warranty deficiency. Disposition warranty claim and identify appropriate party for response; architect, contractor or owner. Establish tracking of warranty items and corrective actions. Enforce contract requirements of Owner-Contractor agreements to achieve satisfactory outcomes. Correct, at no cost to the Owner, deficiencies caused by deficiencies in the work of the Architect.

4.1.1.30.2: Prepare multiple Project animations at each stage of project development to convey the project features. Animations shall address site layout, exterior materials, interior materials and convey scale of the project features. Animations shall be true to scale, containing basic thickness and patterns to convey intent at a minimum, when presented for Schematic Design approval. Animations shall be photo-realistic when presented for Design Development and Construction Document approval. As needed, prepare animations to illustrate key project attributes (e.g. traffic flow, special event access restrictions, special instructional spaces)

4.1.1.30.3: Prepare design alternates to allow for maximum flexibility in awarding the Contract or as may be requested by the Owner. Alternates shall contain equivalent detail to base bid design to eliminate ambiguity and depict the complete nature of the work required by the alternate.

4.1.1.30.4: Prepare multiple Project renderings at each stage of project development to convey the project features. Renderings shall address site layout, exterior materials, interior materials and convey scale of the project features. Renderings shall be scaled, line work quality at a minimum, when presented for Schematic Design approval; specifically, renderings of the new entry lobby, new board room on the first floor, superintendent's executive office,

and one rendering of Owner-requested area to be determined during schematic design are required and shall be updated at design development to include material choices. Renderings shall be photo-realistic when presented for Design Development and Construction Document approval. As needed, prepare diagrams to illustrate key project attributes (e.g. traffic flow, special event access restrictions, special instructional spaces).

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

(Paragraphs deleted)

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .5 Paragraph deleted
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .7 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 Intentionally omitted.

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

- .1 The Architect will make as many visits as reasonably necessary to verify completion of all previously identified incomplete work items. Additionally, the Architect shall make site visits during construction progress to expedite responses to Requests for Information and submittals.

§ 4.2.4 Notwithstanding any other provision of the Agreement, the following are services of the Architect fully compensated under Article 3 Scope of Architect's Basic Services.

- .1 The time period during which the architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional Charge, either in fee or expense,
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of

work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained for the project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations at appropriate stages of construction.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall require the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections; The one year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

.5 The Architect shall be responsible for a complete inspection of the Work approximately eleven (11) months after the date of Substantial Completion. The Architect shall report all deficiencies observed during such inspection and shall be responsible for monitoring the correction of any deficiencies observed.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information, as requested, if available, in a timely manner regarding requirements, objectives, scheduling and limitations for the Project. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 5.2 The Owner shall establish, and periodically update, the Owner's budget for the Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Owner's Board of Trustees, by majority vote at a duly noticed and lawfully called public meeting, is the only representative of Owner, a county school district organized under the laws of the State of Texas, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation, unless this authority is lawfully delegated. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement. The Board may designate in writing an authorized representative (or representatives), as appropriate, to act on its behalf during the course of construction. Such authorized representative shall have authority to act on behalf of the Owner concerning decisions that do not require a majority vote of the Board of Trustees and shall have the authority to bind the Owner only to the extent expressly authorized or delegated by the Board of Trustees. The authorized representative shall have no implied authority. Such authorized representative shall also bring recommendations to the Board of Trustees on any matter requiring Board approval. In the event that changes in the scope of the Work are required before the Board's next regularly scheduled meeting or in order to facilitate and expedite the timely completion of the Work, the Board's authorized representative shall have authority to approve construction changes that do not exceed \$50,000.00 in increased costs. Any such change shall be confirmed in writing between the Contractor and the Board's authorized representative and notice of such approved changes shall be given to the Board at its next regularly scheduled meeting. The Board shall act as soon as reasonably possible to avoid unnecessary delays in the construction completion date. Except as expressly authorized by the Owner or the Contract Documents, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

Owner's designated representative to sign contracts:

Name: Jesus Amezcua Title: Assistant Superintendent of Business Services, or successor.

Owner's designated representative for day-to-day operations:

Name: Rich Vela Title: Executive Director of Facilities, or successor.

§ 5.4 Upon written request of the Architect, the Owner shall furnish existing surveys, if any, known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements.

§ 5.5 Intentionally omitted.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner may furnish tests, inspections and reports that are required by law or the Contract Documents, to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.10 Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project

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

§ 5.13 Before executing the Contract for Construction, the Architect shall verify the Architect's duties and responsibilities set forth in the Contract for Construction, when compared with the Architect's services set forth in this

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Agreement, and shall prepare an amendment to this Agreement, for the Owner's approval, when Additional or Supplemental Services are required under the Contract for Construction or other modifications are appropriate. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of calculating the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect or Architect's consultants; the costs of the land, rights-of-way, financing, or unspent contingencies for changes in the Work; unspent allowances; alternate designs of the Architect that are not constructed or accepted by the Owner; Work performed under separate contracts by the Owner; or other costs that are the responsibility of the Owner.

The Architect shall be compensated for alternate designs of the Architect that are included in the Procurement Documents but are not constructed or accepted by the Owner as outlined in Section 11.6.2. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry in the locality of the Project. It is recognized that the Cost of the Work cannot exceed the Project budget as stipulated in the initial information, unless agreed to in writing by the Owner. All fees and expenses of the Architect to redesign the Project to meet the Owner's budget for the Cost of the Work shall be borne by the Architect. If the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall utilize the services of an independent cost estimating service. The use of a Construction Manager At-Risk does not relieve the obligation of the Architect to provide cost estimates. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with prior consent of Owner's Board of Trustees (if Board approval is required by Owner); and to include in the Contract Documents alternate bids as may be necessary to adjust

the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall separately identify the cost of General Conditions, Overhead and Profit in the Cost of the Work. The cost of all utilities, site improvements, easements and other similar costs necessary to construct the project shall be identified by the Architect. The estimates of the Cost of the Work shall be prepared in the following format:

- .1 At Schematic Design: UniFormat Level 3
- .2 At Design Development: Masterformat division Level 3
- .3 At Construction Documents: Masterformat Level 3, specific to Project specification section

(Paragraph deleted)

§6.4 If through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of process in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

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

- .1 give written approval of an increase in the budget for the Cost of the Work and/or authorize a different construction procurement method, consistent with applicable law;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 implement any other mutually acceptable alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1

§ 6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Construction Documents/Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

(Paragraphs deleted)

§ 7.2 Architect shall provide to Owner, as a "Work Made for Hire," all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents (hereinafter "Construction Documents") that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

§ 7.3 The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as built" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

§ 7.4 The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but in any case not more than 12 years after the date of Final Completion of the Work. The Architect waives all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy [GF (LEGAL) and (LOCAL) or other policy as designated by Owner] and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 8.1.1.2 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.1.2 Only to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages are recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, only upon mutual agreement by both parties, be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. Nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters between the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

§ 8.2.3 Mediation, if any, shall be held in the county where the Owner's administrative office is located. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. 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.

§ 8.2.4 The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them. If the parties do not resolve a dispute pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

§8.2.5 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 9.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination. If not cured after ten (10) days' written notice to Owner of delinquency, if the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days written notice, in accordance with Texas Government Code section 2251.051 *et seq.*

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 In the event of any termination of this Agreement, the Architect shall be paid the fee owed, based upon the Architect's services performed to the date of notice of termination, together with Reimbursable Expenses then due.

(Paragraphs deleted)

§9.7 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect 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; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Construction Documents/Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Texas. Mandatory and exclusive venue for any dispute shall be in the state district courts of Harris County. If the blank is not filled in, mandatory and exclusive venue shall be in the county where the Owner's administrative offices are located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, 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 Chapter 552 *et seq.* and the Texas Open Meetings Act, Texas Government Code, Chapter 551 *et seq.*

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect shall comply with the provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by the Architect shall be supplied by the Owner, and must be supplemented by the Architect as required by law, or as requested by Owner.

§ 10.11 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas and subject to a federal interest, or upon any funds of Owner. This prohibition on liens is made, in part, to ensure compliance with Owner's obligations under federal regulations, including 45 C.F.R. §§ 75.308, 75.318, 75.323, 1303.47, and 1303.48, not to (1) dispose of or encumber (including, but not limited to, a conveyance, transfer, assignment, mortgage, lease, or any other manner of encumbrance), or permit a third party to encumber, its title or other interests; (2) mortgage or use as collateral, sell, or otherwise transfer the facility or real property without the responsible HHS official's written permission; (3) subordinate, diminish, nullify, or release the federal interest through encumbrance or transfer of the property or any other action taken without the responsible HHS official's written permission; or (4) mortgage, use as collateral for a credit line or for other loan obligations, or sell or transfer a facility or real property purchased or constructed with Head Start funds without the responsible HHS official's written permission. Pursuant to 45 C.F.R. § 1303.51, only the responsible HHS official can subordinate federal interest to the rights of a third party, in a written subordination agreement.

§ 10.12 APPLICABLE LAW. This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.13 CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.14 It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status

§ 10.15 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

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

§ 10.17 If (a) Architect is not a sole proprietorship; (b) Architect has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not

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required. Pursuant to Chapter 2270 of the Texas Government Code, the Architect hereby certifies and verifies that neither the Architect, nor any affiliate, subsidiary, or parent company of the Architect, if any (the "Architect Companies"), boycotts Israel, and the Architect agrees that the Architect and Architect Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

§ 10.18 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

§ 10.19 CRIMINAL HISTORY RECORD CHECKS

§10.19.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees", as defined below. If Architect is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Architect will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Architect will provide written certification to the District that Architect has complied with the statutory requirements as of that date. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 10.19.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 10.19.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants 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. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, 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.

§ 10.19.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be required by the terms of their contract with Architect or any other contracting entity (as defined in Texas Education Code §22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

§ 10.19.5 On request of Owner, Architect shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontracting entities. Architect shall update this list on Owner's request."

§ 10.20 Intentionally omitted.

§ 10.21 If Architect is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner in a fiscal year of Owner, the following

certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the Architect agrees that the Contract can be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Architect hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Owner for the duration of the Agreement; (2) promptly provide to Owner any contracting information related to the Agreement that is in the custody or possession of the Architect on request of Owner; and (3) on completion of the Agreement, either (a) provide at no cost to Owner all contracting information related to the Agreement that is in the custody or possession of Architect, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Owner.

§ 10.22 As required by Appendix II to 45 C.F.R. Part 75, the following statements are included:

A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, Owner reserves all rights and privileges under the applicable laws and regulations with respect to this Agreement in the event of breach of contract by either party.

B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, Owner's rights to terminate for cause and for convenience are set forth in Article 9, "Termination or Suspension."

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR part 60.

Pursuant to Federal Rule (C) above, the equal opportunity clause is incorporated by reference herein.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

See full text of 29 C.F.R. § 5.5 (a) and (b), set forth below in sections 10.28 and 10.29, respectively. In addition, as required by the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), the following statements are included (as used in this section, the term "contractor" includes the Architect):

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(4) if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

In addition, as required by 29 C.F.R. § 3.11, the following statement is included (as used in this section, the term "contractor" includes the Architect):

The contractor or subcontractor is bound to comply with such of the regulations in 29 C.F.R. Part 3 as may be applicable.

Architect shall assist Owner in determining the Davis-Bacon wage determinations(s) applicable to the Project.

As set forth in more detail in 29 C.F.R. § 5.5 (a)(3), below in section 10.28, the Architect is responsible for:

- collecting and maintaining payrolls and basic records relating thereto for all laborers and mechanics working at the site of the work (including covered workers employed by all contractors and subcontractors) during the course of the work;
- preserving the payrolls and basic records relating thereto for a period of three years thereafter;
- submitting a copy of all payrolls to Owner weekly for each week in which any contract work is performed, using Form WH-347 (available on the Wage and Hour Division Web site), including the Statement of Compliance set forth on the reverse side of Form WH-347, signed by the Architect or its agent (or the contractor or subcontractor or its agent) who pays or supervises the payment of the persons employed under the contract; and
- making the required records described above available for inspection, copying, or transcription by authorized representatives of the Office of Head Start or the Department of Labor, and permitting such representatives to interview employees during working hours on the job.

Pursuant to Federal Rule (D) above, the Architect will be in compliance with all applicable Davis-Bacon Act provisions. The Architect is responsible for determining the requirements imposed upon it by the Davis-Bacon and related acts and ensuring its compliance with them.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, the Architect certifies that during the term of the Agreement, the Architect will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, the Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, the Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, the Architect certifies that during the term of the Agreement, the Architect certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Architect shall immediately provide written notice to Owner if at any time Architect learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Owner may rely upon a certification of Architect that Architect is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless Owner knows the certification is erroneous.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, the Architect certifies that during the term and after the awarded term of the Agreement, the Architect certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Architect certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

§ 10.23 Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 45 CFR § 75.330 – Architect is required to take all necessary affirmative steps set forth in 45 CFR § 75.330 to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used for any subcontracting opportunities under the Agreement when possible, including: 1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in the paragraph above.

§ 10.24 Title VI of the Civil Rights Act of 1964 – Owner administers its programs in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex. This includes ensuring programs are accessible to persons with limited English proficiency. Owner also complies with specific legal obligations for serving qualified individuals with disabilities and administers its programs in an environment free of sexual harassment. Owner also administers its programs in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws. Collectively, these laws prohibit exclusion, adverse treatment,

coercion, or other discrimination against persons or entities on the basis of their consciences, religious beliefs, or moral convictions.

The Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in the paragraph above.

§ 10.25 THIS AWARD IS SUBJECT TO REQUIREMENTS OF SECTION 106(g) OF THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED (22 U.S.C. 7104)

TRAFFICKING IN PERSONS

- a. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376
- c. Provisions applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

The Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in the paragraphs above.

§ 10.26 The Pro-Children Act of 2001, 20 U.S.C. §§ 7181 through 7184, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. Failure to comply with the provisions of the law may result in a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

The Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in the paragraph above.

§ 10.27 Applications funded by federal grant programs are subject to disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Such applications are frequently requested under the FOIA, consistent with the FOIA's requirement to proactively disclose frequently requested materials at 5 U.S.C. § 552(a)(2)(D). Each released application will receive appropriate redaction of specific information to protect personal privacy and competitively sensitive commercial information.

The Architect certifies that during the term of the Agreement, the Architect accepts the terms referenced in the paragraph above.

§ 10.28 As required by 29 C.F.R. § 5.5(a), the following statements are included (as used in this section, the term "contractor" includes the Architect):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the

Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the

contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. Harris County Department of Education shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Office of Head Start may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Office of Head Start if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Office of Head Start. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Office of Head Start if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Office of Head Start, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Office of Head Start or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Office of Head Start may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

§ 10.29 As required by 29 C.F.R. § 5.5(b), the following statements are included. As used in this section, the terms laborers and mechanics include watchmen and guards, and the term "contractor" includes the Architect.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract [sic] work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Harris County Department of Education shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

§ 10.30 2 C.F.R. § 200.215: When federal funds are expended by Owner for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Owner will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The Architect certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Owner has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

§ 10.31 2 C.F.R. § 200.216: Owner, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Architect certifies that Architect will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

§ 10.32 2 C.F.R. § 200.322: As appropriate and to the extent consistent with law, Owner has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Architect agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Architect certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Section 2251.051 (c) and (d). Owner shall further have the right to withhold payments as specified in this Agreement:

.1 Stipulated Sum
(Insert amount)

Fifty-three Thousand One Hundred Seventy-Three Dollars (\$53,173.00), including \$47,457.00 for Basic Services, \$2,516.00 for MEP Additional Services (if required), and \$3,200.00 of reimbursable expenses.

When compensation for services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Paragraphs deleted)

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in Section 11, including Section 11.5.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as

(Paragraphs deleted)

follows provided however the Owner may withhold payments to the Architect for the purpose of reimbursing Owner for any damages caused by Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced or for Architect's failure to comply with the provisions of any part of this Agreement. The Owner may also withhold payments to the Architect to secure performance of Architect's services and obligations under any part of this Agreement: Compensation for services designated in Section 4.1 shall a part of the Total Basic Compensation due to the Architect under §11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

As agreed between the Parties in writing, executed prior to the Architect beginning performance of the Additional Services. Any such services shall be billed at the rates in Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

Not Applicable.

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

(Table deleted)

Programming/Schematic Design Phase: Fifteen Percent (15%)
Design Development Phase: Twenty-five Percent (25%)
Construction Document Phase: Twenty-five Percent (25%)
Proposal or Negotiation Phase: Five Percent (5%)
Construction Phase: Twenty-five Percent (25%)
Closeout Phase (payable upon final payment to contractor): Two Percent (2%)
Warranty Phase (payable monthly during 12-months after Substantial Completion): Three Percent (3%)
Total Basic Compensation: One Hundred Percent (100%)

(Paragraphs deleted)

§ 11.5.1 Adjustment of the compensation due, as based on the budget for the Cost of the Work, may be made at not less than four intervals; 1.) completion of Programming, 2.) completion of Design Development, 3.) notice to proceed and 4.) project final completion. Notification of compensation adjustment shall be by written authorization from the Owner.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in Article 11.1 by the Owner's most recent budget for the Cost of the Work at the intervals stated in Article 11.5.1 by the percentages identified in Article 11.5 by the incremental proportion of services performed within each phase listed in Article 11.5 Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6.2 Compensation for Alternate designs deleted or otherwise not constructed. Provided the Architect satisfies the requirements of section 4.1.1.30.3, and when compensation is on a percentage basis, and Alternate portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. Prior to bidding, the Cost of the Work shall be based on the most recent Estimate of the Cost of the Work for the Alternate(s). After bidding, the Cost of the Work shall be the average price proposal received for the Alternate(s). For those Alternate designs that are accepted and constructed, the Cost of the Work shall be based on the awarded amount. If the requirements of section 4.1.1.30.3 are not satisfied, in the sole opinion of the Owner, the Architect will not be entitled to additional compensation for Alternate designs.

§ 11.6.3 Compensation for the portion of the budget for the Cost of the Work established for Allowances and Contingencies shall be billed only at Final Completion and shall be billed only in proportion to, and only to the extent that, the Owner actually expends Allowance and Contingency funds in the completion of the project.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth

(Paragraphs deleted)

in Exhibit A.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Out of Town transportation and subsistence, when approved in advance by the Owner in writing;

- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
(Paragraph deleted)
- .3 Reproductions of Construction Documents other than those required to be provided by Architect under this Agreement, plots, standard form documents, and courier expenses;
(Paragraphs deleted)
- .4 Other similar Project-related expenditures, if approved in advance by the Owner in writing;
- .5 Fees paid for Geotechnical Engineering Services;
(Paragraphs deleted)
- .6 Fees paid for Surveying and Platting Services.

§ 11.8.2 For Reimbursable Expenses the only actual compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9

(Paragraphs deleted)

Compensation for Use of Architect's Construction Documents. The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved prior to construction shall be made monthly in proportion to services performed. Unless otherwise agreed, payments for services completed and approved during construction shall be directly proportional to the cost certified by the Architect in the Contractor's monthly Application and Certification for Payment as a proportion of the total Cost of the Work, excluding and Allowances and Contingencies. Unless otherwise agreed, payments for warranty services completed and approved after substantial completion shall be made monthly in twelve (12) regular installments. Undisputed amounts are due and payable within forty-five (45) days from the date of the Owner's receipt of the Architect's invoice. Undisputed amounts unpaid more than forty-five (45) days after Owner's receipt of Architect's invoice shall bear interest at the rate

(Paragraphs deleted)

specified by Texas Government Code 2251.025 or its successor.

§ 11.10.2.2 The Owner may withhold payments after appropriate notice as to the reasons for the withholding, to Architect for the purposes of reimbursing Owner for any damages caused by Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement. if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

§ 11.10.2.4 In the event that the Project involves multiple campuses, project phases or multiple projects on the same campus, the Architect shall prepare invoices that reflect the packaging of the work (work packages). Each invoice shall reflect the Cost of the Work for the respective work package and the progress payment shall be as described in

Section 11.10.2.1. and 11.10.2.3. Additionally, each invoice shall indicate the Purchase Order number and account code furnished to the Architect by the Owner.

§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

§ 11.12 Notwithstanding any other provision of this Agreement or obligation imposed on Owner by this Agreement, Owner shall have the right to terminate this Agreement without default or liability to Architect resulting from such termination, effective as of the end of any fiscal year of Owner or of Owner's Head Start program, if it is determined by Owner, in Owner's sole discretion, that there are insufficient funds to extend this Agreement, in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. Owner anticipates it will receive Head Start grant funds from the United States Department of Health and Human Services in an amount equal to the cost of services to be provided under this Agreement. Architect further acknowledges that federal funds will be used to make all payments and pay for all of Owner's obligations under this Agreement and that this Agreement is subject to appropriation and approval of a Head Start Grant by the United States federal government for the specific purpose of constructing a new Humble Early Head Start facility in the specific service area in Harris County. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent on Owner receiving such funds. If Owner does not receive sufficient funding to construct a new Humble Early Head Start facility, Owner may terminate this Agreement or reduce the scope of services provided under this Agreement, in Owner's sole discretion, without penalty or further obligation to Architect, at any time upon written notice to Architect. In the event of termination of this Agreement under this provision, Owner shall pay Architect for services accepted by Owner prior to the effective date of termination.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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

§ 12.2 THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS AGREEMENT.

§ 12.3 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or

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enforceability of the indemnification obligations under Paragraph 12.1, 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.

§ 12.4 It is understood and agreed that Article 12 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.

§ 12.5 **RECORDS RETENTION.** Architect shall keep all accounting and construction records on the Project, including, but not limited to, financial records, supporting documents, statistical records, and all other records pertinent to this Agreement, for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section. In addition, at the conclusion of the above record retention period, Architect must provide such records to Owner for retention beyond this period, in order that Owner may comply with its obligation under 45 C.F.R. § 1303.54 to retain records pertinent to the lease, purchase, construction or renovation of a facility funded in whole or in part with Head Start funds, for as long as Owner owns or occupies the facility, plus three years.

The only exceptions to the aforementioned records retention requirements are the following:

1. If any litigation, claim, dispute, or audit is started before the expiration of the three-year period representing Owner's record retention period under federal regulations, the records must be retained until all litigation, claims, dispute, or audit findings involving the records have been resolved and final action is taken.
2. If the Owner extends the retention period in response to a written notice by the HHS awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
3. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

In addition to the foregoing, because federal funds are being used to make payments under this Agreement, the U.S. Department of Health and Human Services ("HHS"), the Office of Head Start, the Inspectors General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Architect that are pertinent to this Agreement, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Architect's personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this Agreement are not limited to the required retention period, but shall last as long as the records are retained.

§ 12.6 **COMPLAINTS.** The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

§ 12.7 Architect agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Architect further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment herein specified. Breach of this covenant may be regarded as a material breach of this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument approved by the Owner’s Board of Trustees or the Board’s designee and signed by both the Owner’s designated representative and Architect.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended for this Project;
- .2 AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project,
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- Exhibit A – Architect’s Hourly Billing Rate Schedule
- Exhibit B – Owner’s program for the Project
- Exhibit C – Architect’s Insurance Requirements
- Exhibit D – Design Submission Checklist – Schematic Design
- Exhibit E – Design Submission Checklist – Design Development
- Exhibit F – Design Submission Checklist – Construction Documents

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*
 Jesus Amezcua, Ph.D., CPA, RTSBA
 Harris County Department of Education
 Assistant Superintendent of Business Services

(Printed name and title)

ARCHITECT *(Signature)*
 Kathleen A. English, license #12622
 English + Associates Architects, Inc.
 Principal

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

Additions and Deletions Report for AIA® Document B101™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:04:24 ET on 05/05/2021.

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AGREEMENT made as of the 5th day of May in the year 2021

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Harris County Department of Education
6300 Irvington Boulevard
Houston, Texas 77022
Telephone: 713.694.6300

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English + Associates Architects, Inc.
1919 Decatur Street
Houston, Texas 77007

The use of the term "Architect" throughout this Agreement shall apply to the professional services of Architects or Engineers authorized by law to perform the services described in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals. The Architect/Engineer shall provide architectural/engineering services for the Project as described in this Agreement. The Architect shall comply with Texas Administrative Code, Title 19 Section 61.1036, pertaining to services and actions required of the Architect.

...

Architectural and engineering design services for the installation of a modular building at Harris County Department of Education's Humble Early Head Start Center. The location is at a leased property located at 130 Atascocita Rd, Humble, TX 77369. The modular building will be approximately 36ft x 68ft.

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The Owner's preliminary program for the Project is detailed in Exhibit B attached hereto and incorporated by reference herein. See Section 3.2 for programming services.

Architect acknowledges that Owner has submitted an application for an Early Head Start grant with the U.S. Department of Health and Human Services, Administration for Children and Families (collectively, "HHS"). Federal grant funds will be used to pay for all or a portion of funds due under this Agreement and Architect acknowledges that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by Owner from the awarding agency, HHS, for the design and construction of this specific Project. Architect shall comply with all applicable flow-down, referenced, and incorporated provisions referenced in the NOGA. As such, if Owner does not receive sufficient funding for the services provided in this Agreement from HHS or if HHS terminates, in whole or in part, or decreases the Award, Owner may terminate this Agreement without penalty or further obligation to Architect, at any time upon written notice to Architect. Architect agrees to execute an amendment to this Agreement, as requested by

Owner, if and when a NOGA is received by Owner, incorporating all applicable flow-down provisions into this Agreement.

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- Architect shall provide architectural, MEP, structural and civil design services to prepare permit plans for the installation of (1) 36 ft x 68 ft modular building to be utilized as classroom space. The site has a church building and an existing Head Start modular building. This Project involves the installation of an additional modular building on that site. The desired location for the new modular building is in the grassy area south of the existing playground. The site is in the 100-year flood plain and the installation design will need to be coordinated with current flood plan requirements.
- The Architect shall design any and all parking lot modifications, sidewalks, ramps, porches and awnings associated with the Owner-selected specific modular building. The Architect shall coordinate design drawings for installation of Owner-selected pre-manufactured modular play equipment along with detention required by this Project. The potable water, sanitary sewer and electrical connections are on the site and the Architect shall determine if the Owner-selected new modular building can tie in at those locations. If during the preliminary design phase it is determined that the existing sanitary and water are not sufficient then the required design fee for the Civil Engineer to address water and sanitary modifications to meet the needs for the new modular building are included. If the electrical service is not sufficient, the Architect has added a design fee allowance for MEP to coordinate and design electrical modifications/upgrades as required for the new modular building.

...

Subject to modification at a later date by Owner, in its sole discretion, estimated Project budget for the Project is as follows:

Estimated construction budget: \$966,243.00

FFE (Fixture, Furniture & Equipment) TBD by Owner

...

Schematic Design: June 8, 2021

Design Development: July 7, 2021

Construction Documents: August 18, 2021

...

September 27, 2021

...

January 16, 2022

...

n/a

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Unless otherwise modified by mutual agreement of the Parties, the method of project delivery shall be by Competitive Sealed Proposals and may also include Job Order Contracting and cooperative purchasing.

...

None.

...

Rich Vela
Harris County Department of Education
Executive Director of Facilities
6300 Irvington Boulevard
Houston, Texas 77022
713.681.6051
rvela@hcde-texas.org

...

Joe Carreon
Harris County Department of Education
Director of Construction and Facilities Support Services
6300 Irvington Boulevard
Houston, Texas 77022
713.696.2107
jcarreon@hcde-texas.org

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

...

HTS Inc Consultants
416 Pickering St
Houston, TX 77091

~~.2~~ Civil Engineer. 2 Construction Materials Engineering and Testing:

HTS Inc Consultants
416 Pickering St
Houston, TX 77091

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

Commissioning Agent:

Rice and Garder Consultants, Inc.
6161 Savoy Drive, Suite 1212
Houston, TX 77036

HVAC System Test and Balance:

National Precisionaire, LLC
21321 Inverness Forest Blvd
Houston, TX 77073

Surveyor:

Doucet & Associates
10190 Katy Freeway, Suite 110

Houston, Texas 77042

...

Kathleen A. English
English + Associates Architects, Inc.
1919 Decatur Street
Houston, Texas 77007

...

§ 1.1.11.1 Consultants retained by Architect under Basic Services:

...

Garza McInain Structural Engineers
13313 Southwest Fwy #136
Houston, Texas 77478

.2 MEP Engineer:

Infrastructure Associates
~~.2 Mechanical~~ 6117 Richmond Ave #200
Houston, Texas 77057

.3 Electrical Engineer:

Infrastructure Associates
6117 Richmond Avenue, #200
Houston, Texas 77057

.4 Civil Engineer:

Duplantis Design Group, PC
~~.3 Electrical Engineer~~ 1308 Camellia Blvd.
Lafayette, LA 70508

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

§ 1.1.11.2 Consultants retained under Supplemental Services: None.

§ 1.1.12 Other Initial Information on which the Agreement is based: None.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. ~~The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

§ 1.3 The parties ~~shall~~ may agree upon ~~protocols~~ protocols, in writing, governing the transmission and use of Construction Documents or Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set~~

forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals shall comply with Texas Administrative Code, Title 19 Section 61.1036, pertaining to services and actions required of the Architect. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. use the Architect's best efforts, skill, judgment and abilities to perform the services in compliance with all laws, regulations, codes, ordinances and orders of governmental bodies having jurisdiction, to further the interests of the Owner in accordance with the Owner's requirements and procedures, and to represent that the Project, if built in compliance with the plans and specifications, will comply with all applicable laws, codes and ordinances, and will be structurally sound and safe for use as a Head Start facility. The laws, regulations, codes, ordinances and orders of governmental bodies having jurisdiction (referenced above) include, but are not limited to: (1) all applicable Federal, state, and local laws, statutes, rules, and regulations, and all terms, conditions, and requirements of the Federal HHS award, including the provisions of FFATA, which includes requirements on executive compensation, requirements implementing the Act for the Owner at 2 CFR part 25 and 2 CFR part 170, and statutory requirements for whistleblower protections at 10 U.S.C. 2324 and 2409, and 41 U.S.C. 4304, 4310, and 4712; (2) all applicable building regulations, requirements, and codes; (3) applicable child care licensing requirements and standards, (4) the access requirements of the Americans with Disabilities Act; (5) section 504 of the Rehabilitation Act; (6) the Flood Disaster Protection Act of 1973; (7) the National Historic Preservation Act of 1966; (8) Head Start requirements, including, without limitation, 45 C.F.R. Part 87; 45 C.F.R. Chapter XIII Parts 1301, 1302, 1303, 1304, and 1305, Subpart E, Facilities, 45 C.F.R. 1303 of the Head Start Performance Standards, the HHS Grants Policy Statement (including subsequent revisions or amendments), 45 CFR Part 75, and all flow-down or otherwise applicable provisions of the HHS Grant awarded to the Owner for this Project; (9) zoning requirements; and (10) health and safety regulations. The Architect shall be responsible to the Owner for all costs and damages resulting from: (1) defects in design; (2) non-workability of design details; (3) failure of the Architect to comply with the terms of this Agreement; and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts, or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of, or payment for, all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts outlined herein and in Exhibit C, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or

design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. In addition to the foregoing, because federal funds are being used to make payments under this Agreement, the Architect must maintain physical damage or destruction insurance at the full replacement value of the facility in accordance with 45 C.F.R. § 1303.52. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers' compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than ten years from the Final Completion of all construction of this Project (or twelve years, as allowed by Texas Civil Practice and Remedies Code §16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's authorized representative. Any nonconformity may be grounds for termination or modification of the Agreement. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner. Said lack of insurance may then be grounds for termination or modification of this Agreement. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the amounts outlined herein and in Exhibit C.

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

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

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

§ 2.5.1 Texas Workers' Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

- .1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.
- .2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- .3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.
- .5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:
 - .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
 - .2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
 - .3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .4 Obtain from each other person with whom it contracts, and provide to the Architect:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project; and
 - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
 - .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
 - .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this Agreement or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ 2.6 All Engineers and other Consultants retained to work for Architect, or retained at Architect's expense, shall carry and produce evidence of the same amounts of insurance coverage under the same conditions as described in

Section 2.5 above, and of a type acceptable to the Owner at the Architect's expense, unless different coverage is agreed to in advance by Owner.

§ 2.7 The Architect shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall be responsible for making, and agrees to make, timely payment to all Engineers and Consultants retained by the Architect for the Project.

§ 2.8 The Architect shall provide recommendations and the Architect shall respond to Owner requests with regard to accelerated or fast-track scheduling, procurement or phased construction so as to facilitate the preparation of Individual Package Pricing by the Contractor. The Architect shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues in making recommendations. When approved by the Owner, the Architect shall complete those activities in Article 3 to accomplish the completion of phased project delivery.

§ 3.1 Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Article 3 and Article 4 and any other services identified as part of the Basic Services, and include all structural, civil, mechanical, electrical, and plumbing engineering services, and other consultants as deemed necessary by Programming. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, walkways, staging areas, and accompanying infrastructure, when appropriate. Services not set forth in this Article 3 are Supplemental or Additional Services. Services, unless otherwise stipulated herein.

§ 3.1.1 The Architect shall manage the Architect's services, perform and manage the Architect's services and administer the Project, in accordance with this Agreement, as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees upon Owner's request.

.2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner, as specified herein.

.3 The Architect shall obtain written approval before proceeding with each Project phase.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services including the dates of Architect's design services and the completion of documentation required of the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth

in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial Completion and Final Completion as stated in this Agreement, as amended, and within Owner's budget. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, Architect. With the Owner's prior written approval for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, substitution made or given without the Architect's written approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, (1) Texas Health and Safety Code Chapter 341; (2) all applicable building regulations, requirements, and codes; (3) applicable child care licensing requirements and standards, (4) the access requirements of the Americans with Disabilities Act; (5) section 504 of the Rehabilitation Act; (6) the Flood Disaster Protection Act of 1973; (7) the National Historic Preservation Act of 1966; (8) Head Start requirements; (9) zoning requirements; and (10) health and safety regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1.

§ 3.1.5 The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to In designing the Project the Architect shall comply with applicable design requirements imposed by those authorities and entities such entities providing utility services. The Architect shall design the extension of utility services necessary for the completion of the project but not provided by entities providing utility services to the Project. The cost of construction of the utilities shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. The Architect shall bear any remedial costs to correct or replace Work not designed in compliance with current federal, state, or local laws at the time the Project is designed and permitted.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall execute the negotiated amendments, which shall constitute Architect's agreement to adhere to any such negotiated amendments.

§ 3.1.7 The Architect will make as many visits as reasonably necessary to verify programming, design, and completion of work items and shall conduct as many reviews of Shop Drawings, product Data items, samples and similar submittals of the Contractor to ensure compliance with the Contract Documents.

§ 3.1.8 The Architect shall provide written updates to the Owner during design and construction not less than bi-weekly. Among other project information, the updates shall indicate actions requiring attention of the Owner.

§ 3.1.9 Architect shall prepare an agenda for all meetings. The agenda shall be distributed not less than 48 hours prior to the start of the meeting. The agenda shall contain the date of the meeting, location for the meeting, the time for the meeting, the requested participants and specific detail about the topics to be discussed so that the participants arrive prepared for productive outcomes. Where a meeting is a regularly occurring event, the meeting agenda shall incorporate all previous open discussion items in a sequential topic and date logical order. The Architect shall be an active participant in the development of the agenda and proactive in the resolution of matters scheduled for discussion. The Architect shall participate in all construction progress meetings and all special meetings. The Architect shall be an active participant in the development of the agenda and proactive in the resolution of matters scheduled for discussion by proposing solutions to causes for delay, cost increase and conflicts with Owner's operational needs. The Architect shall prepare and distribute meeting notes (minutes) and ensure coordination of issues raised during the meetings with responsible project stakeholders. This will include construction progress meetings, which the Architect will chair. Meeting notes (minutes) will be issued no later than three (3) working days following the date of the meeting. The architect shall prepare meeting minutes for all meetings attended by the architect. The meeting minutes shall consist of the date of the meeting, location for the meeting, the time for the meeting, the meeting attendees, detail record of all topics discussed, the person responsible for the topic comment/decision/instruction, a listing of the party responsible for the topic, a listing of all action items, a listing of the date assigned, a listing of the date due, a listing of the date closed (retain closed items for one subsequent meeting). Additionally, the meeting minutes shall contain all documents distributed during the course of the meeting; sign in sheet, sketches, plans and specifications, project schedule, request for information logs, change proposal request logs, request for information, pay applications, etc. The minutes shall be distributed not more than 48 hours following the meeting. The Construction Progress Meetings shall contain the following topics as a minimum:

1. Discuss and Approve Previous Meeting Minutes
2. Review Project Progress and Planned Progress
 - a. Completed work
 - b. Planned work
 - c. Presentation and discussion of updated construction progress schedule
3. Payment Applications
4. Report on Issues Which May Impede Planned Progress
5. Laboratory Testing
6. Review of Submittal Schedule and Status of Submittals
7. Review of RFI
8. Review of RFP/procurement solicitation
9. Review of Change Proposals and Change Orders
10. Safety
11. Punch List
12. Closeout
13. Other Business Related to the Work

§ 3.1.10 Intentionally omitted.

§ 3.1.11 The Owner shall furnish existing surveys, if any, known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, if any, the Architect shall not be entitled to rely on the accuracy of information or surveys furnished by the Owner, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements, but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.12 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall furnish to the Owner design criteria and required investigation services not listed above, but required for the Architect's performance of services, for use by the Owner's geotechnical engineer.

§ 3.1.13 Intentionally omitted.

§ 3.1.14 The Architect shall furnish written responses and dispositions to design review comments

§ 3.1.15 The Owner shall pay fees payable to the Texas Department of Licensing and Regulation (TDLR) and Registered Accessibility Specialists (RAS) for document review and inspection relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval. The Architect shall arrange for and attend building assessment by TDLR representative. The Architect shall prepare responses for the use of the Owner in addressing inspection deficiencies identified by the inspection, at no cost to the Owner. Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 3.2 Programming and Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, assist the Owner with the provision of the educational program and educational specifications. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner. The Architect shall provide Programming services as described:

1. Administer programming services;
2. Identify required participants;
3. Identify and prioritize Owner's values, goals and objectives;
4. Perform all necessary information gathering;
5. Analyze information gathered and develop performance and design criteria for the facility;
6. Prepare final Program of Requirements to include:
 1. Executive summary,
 2. Documentation of the methodology used to develop the program,
 3. Value and goal statements,
 4. Relevant facts upon which the program was based,
 5. Conclusions derived from data analysis,
 6. Space listings by function and size,
 7. Initial assumptions for building construction (Uniformat type; foundation, enclosure, finishes, etc.)
 8. Space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs for each space
 9. Estimated Cost of the Work, and
 10. Laws, codes, and regulations applicable to the Architect's services project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the ~~Owner~~ Owner, in writing, of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of ~~the Project. The Architect shall reach an~~ the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present, for the Owner's approval, a written preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary ~~design,~~ design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible and sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced environmentally responsible and sustainable design services as a Supplemental an Additional Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall ~~consider~~ consider, and, if applicable, consult with the Construction Manager at Risk regarding, the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 ~~The Architect shall submit to the Owner an~~ When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3-Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques. To the extent the Owner has stipulated a construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as Exhibit D to this Agreement. The Architect shall submit the completed Checklist with the Schematic Design Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents in accordance with this Agreement, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. ~~Documents, shall refine the Project design, and shall~~ consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other ~~appropriate elements.~~ elements outlined in this Agreement. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. A color and material sample board is required.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work ~~prepared in accordance with Section 6.3. Work.~~ As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of the equipment and facilities. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. To the extent the Owner has stipulated a construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Board approval (if Board approval if required). The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as Exhibit E to this Agreement. The Architect shall submit the completed Checklist with the Design Development Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase.

§3.3.4 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. "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. 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 61.1036 and the standards set forth in this Agreement. 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 comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

§ 3.4.1.1 Errors and Omissions.

§ 3.4.1.1.1 Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner.

§ 3.4.1.1.2 Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product to detect errors and omissions before they become costly additions to the Project during construction.

§ 3.4.1.1.3 Professional services and costs, if any, as required to correct errors in Construction Documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the Contract Documents.

§ 3.4.1.1.4 Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision. Notwithstanding the foregoing, in the event that any payment(s) to Architect under this Agreement are subsequently disallowed by a state or federal grant awarding agency, including, without limitation, HHS, or in the event that Owner is required to refund any funding received from a state or federal grant awarding agency relating to Architect's work, to the maximum extent permitted by applicable law, Architect shall repay to Owner, on demand, the amount of any such disallowed costs and/or refund; Owner may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Architect under this Agreement.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, including, without limitation, (1) school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1036, and Texas Health and Safety Code Section 341.065; (2) all applicable building regulations, requirements, and codes; (3) applicable child care licensing requirements and standards, (4) the access requirements of the Americans with Disabilities Act; (5) section 504 of the Rehabilitation Act; (6) the Flood Disaster Protection Act of 1973; (7) the National Historic Preservation Act of 1966; (8) Head Start requirements; (9) zoning requirements; and (10) health and safety regulations. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1036, and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 Texas Administrative Code Section 61.1036, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 Texas Administrative Code Section 61.1036.

Architect shall also certify that the facilities have been designed according to the provisions of 19 Texas Administrative Code section 61.1036, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the Owner, as required by 19 Texas Administrative Code, section 61.1036. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance, available on the TEA website. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's legal counsel, as applicable, in the development and preparation of (1) bidding competitive purchasing, and bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and ~~Contractor~~, Contractor, or Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Conditions as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Project Specifications, and may include bidding or proposal requirements and sample forms.

As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of Health. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1. "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint.

§ 3.4.3.1 As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner.

§ 3.4.3.2 Intentionally deleted.

§ 3.4.4 The Architect shall update the estimate for the Cost of the ~~Work prepared in accordance with Section 6.3-Work~~. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to

make. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 4.3.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval. The submission shall contain the information required to satisfy all applicable portions of the Design Submission Checklist attached as Exhibit F to this Agreement. The Architect shall submit the completed Checklist at each phase of review of the Construction Documents. The Architect shall submit electronic (Native CAD and word processing program) format copies of the Architects and the Architect's Consultants' Instruments of Service to the Owner as a prerequisite to payment for services completed during this phase. A color and material sample board is required. After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.4.6 As required by Texas Education Agency rule 19 Texas Administrative Code Section 61.1036, Architect shall perform a building code search under applicable regulations that may influence the Project and shall certify that the design has been researched and satisfies the applicable building codes. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents. In addition, within 15 calendar days after the Project is completed, the Architect shall submit to Owner a final facility inspection report. The inspection report must certify that the facility complies with local building codes, applicable child care licensing requirements, is structurally sound and safe for use as a Head Start facility, complies with the access requirements of the Americans with Disabilities Act, section 504 of the Rehabilitation Act, and the Flood Disaster Protection Act of 1973, and complies with National Historic Preservation Act of 1966.

§ 3.4.7 Architect shall insert in the Project Specifications the requirements that: 1) all bonds comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253 or their Successors; and 2) all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirements.

§ 3.4.8 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.

§ 3.4.9 The Architect shall prepare a submittal and procurement log file. The file shall contain the anticipated submittals for the project including the submittal section number, the paragraph number around which the submittal is to be generated, a description of the submittal and the title of the submittal section. Submittal and procurement log shall contain not only the technical submittals but administrative submittals required by the Construction Documents and close out submittals required for the project completion. Each submittal required within the specification section shall be categorized according to one of the following categories:

01 - Preconstruction Submittals, 02 - Shop Drawings, 03 - Product Data, 04 - Samples, 05 - Design Data, 06 - Test Reports, 07 - Certificates, 08 - Manufacturer's Instructions, 09 - Manufacturer's Field Reports, 10 - Operation and Maintenance Data, 11 - Closeout Submittals, 12 - Other. Architect shall submit the Construction Documents for

review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

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The Architect shall assist the Owner in establishing a list of prospective ~~contractors~~ contractors and publicly advertising the Project in accordance with public procurement laws. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. To accommodate the Owner's need to fast track or phase projects, the Architect shall prepare for and accomplish multiple construction procurement services for the project, if directed by the Owner. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that his Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

In accordance with 45 C.F.R. § 75.330, the Architect shall ensure that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (1) through (5) of this paragraph.

In accordance with 45 C.F.R. § 75.327, when assisting the Owner with evaluating potential contractors for use on the Project, the Architect must use its best efforts to ensure that contracts are awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration should be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. In addition, the Architect should: (1) when possible and appropriate, use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions; and (2) use a time and materials type contract only after a determination that no other contract is suitable. If a time and materials type contract is to be used, the contract must include a ceiling price that the contractor exceeds at its own risk and provide for a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

In accordance with 45 C.F.R. § 75.332, the Architect must assist the Owner in performing a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, independent estimates must be made before receiving bids or proposals. Profit must be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

In accordance with 45 C.F.R. § 75.334, the Architect must assist the Owner in complying with the following minimum requirements for construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (unless the HHS awarding agency or pass-through entity accepts the bonding policy and requirements of the Owner, provided that the HHS awarding agency or pass-through entity has made a determination that the Federal

interest is adequately protected): (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified; (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract; and (d) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 C.F.R. Part 223.

In accordance with the Stevens Amendment, the Architect shall ensure that all "statements" (including, but not limited to, requests for proposal and bid solicitations) acknowledge federal funding when publicly communicating projects or programs funded through an HHS annual appropriation. When describing projects or programs funded in whole or in part with HHS federal funds, statements must include (1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and (2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must acknowledge the federal assistance using one of the statements provided by HHS on its Web site or a similar statement. Architect is responsible for determining the full requirements of the Stevens Amendment applicable to the Project, including any specific language that is required to be used, and ensuring compliance with such.

In accordance with 45 C.F.R. § 75.327, Owner is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.

In accordance with 45 C.F.R. § 1303.55, Owner must obtain the responsible HHS official's written approval before it uses Head Start funds, in whole or in part, to contract construction or renovation services. Accordingly, Architect must ensure that the procurement timeline allows Owner adequate time to seek and obtain such approval. If such approval is denied, Architect must work with Owner to accommodate the responsible HHS official's requests and seek approval again, until an acceptable contract is approved. In addition, Architect must ensure that (1) contracts for construction or renovation services are paid on a lump sum fixed-price basis, and (2) all construction and renovation contracts paid, in whole or in part, with Head Start funds contain a clause that gives the responsible HHS official or his or her designee access to the facility, at all reasonable times, during construction and inspection.

§ 3.5.2 Competitive Bidding or Purchasing

§ 3.5.2.1 Bidding Documents shall consist of bidding or competitive proposal requirements and proposed Contract Documents. If the Owner intends to solicit competitive sealed proposals, the provisions of 3.5.2 shall still apply, and the terms "Competitive Bidding" and "Competitive Proposals" shall be used interchangeably. The Contract Documents are enumerated in the agreement, as amended, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, Addenda issued prior to execution of the Owner/Contractor Agreement, and other documents listed in the Owner/Contractor Agreement and Modifications issued after execution of the Owner/Contractor Agreement.

§ 3.5.2.2 ~~The~~ If requested by Owner, the Architect shall assist the Owner in bidding or competitively purchasing the Project by:

- .1 ~~facilitating the distribution of Bidding Documents procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- .2 ~~distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- .2 ~~3~~ organizing and conducting a pre-bid conference for prospective bidders;
- .3 ~~4~~ preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

- ~~4~~ .5 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

~~§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and~~ In consultation with the Owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders-bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project."

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the agreement, as amended, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, and other documents listed in the Owner/Contractor Agreement and Modifications issued after execution of the Owner/Contractor Agreement.

§ 3.5.3.2 ~~The~~ If requested by Owner, Architect shall assist the Owner in obtaining proposals by:

- ~~1~~ facilitating the distribution ~~procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and subcontractors, requesting their return upon completion of the negotiation process;~~ process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;
- ~~2~~ organizing and participating in selection interviews with ~~distributing the Proposal Documents to prospective contractors, requesting their return upon completion of the procurement process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective contractors;~~
- ~~3~~ organizing and conducting a pre-proposal conference for prospective contractors;
- ~~3~~ 4 ~~preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~5~~ organizing and participating in selection interviews with prospective contractors;
- ~~4~~ 6 ~~evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 ~~If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions~~ In consultation with the Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors-contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction~~ Construction, as amended for the Project, and as specified in Section 3.6.1 herein. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction

means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment at final completion, plus services required under this Agreement in connection with the contractual correction period.

§ 3.6.1.4 The Architect shall be responsible for a complete re-evaluation of the Work approximately eleven (11) months after the date of Substantial Completion. Furthermore, the Architect shall report all deficiencies in the Work uncovered during said evaluation and shall be responsible for monitoring the correction of said deficiencies regardless of other time limits set forth elsewhere in this Agreement.

§ 3.6.1.5 Warranty Phase – the Architect shall be responsible for tracking and reporting all known building deficiencies to the Contractor for a period of one year from the date of Substantial Completion (beginning with Substantial Completion for the last project in the case of phased project delivery). Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of completed corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

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§ 3.6.2.1 The Architect shall visit the site at Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least bi-weekly (or more when deemed necessary by the Owner's Designated Representative or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed completed (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Documents and on time, and (6) to document progress of the Work, in written and photographic form. 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 superintendent, Architect's project representative, and Architect. Architect or his authorized representative will provide continuous 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. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about on-site observations, or inspections by the Architect. Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations Documents and from the most recent construction schedule submitted by the Contractor, and (3) (2) defects and deficiencies observed in the Work. Furthermore, a minimum of two (2) job-site meetings per month shall be initiated by the Architect and shall include the Owner, the Architect, the General Contractor's Project Manager, the General Contractor's Project Superintendent and any others deemed necessary. To expedite decision making and improve project communications, the Architect's consultants shall attend when ongoing construction activities pertain to the scope of the consultant's services, unless attendance is waived by the Owner in writing. Said meetings will commence at the time of Construction commencement and shall

cease after Substantial Completion. The architect, and consultants to the architect, shall prepare site observation reports following each occasion when the Architect or consultant to the architect is at the project site, including regularly scheduled progress meetings. The site observation report shall contain photos of the general condition of the project, construction crews on site, work in progress, deficiencies noted in the work including communication given in verbal format, action items and follow up needs generated during the course of the site visit. Site observation reports shall be distributed with 48 hours of the site observation to the Owner and the Contractor. Action items developed during the site observation shall be tracked during subsequent site visits and discussed during construction progress meetings.

Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

The Architect shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase/job orders.

In accordance with HHS regulations, the Project must be used for the originally authorized purpose, and Owner will be required to obtain the responsible HHS official's written permission before Owner may use real property or a facility subject to a federal interest for a purpose other than that for which Owner's application was approved. In addition, the property may not be used for any purpose inconsistent with the Head Start Act or applicable Head Start regulations. Accordingly, upon completion, the Project must be fit for the purpose for which HHS funding was approved. If this purpose cannot be achieved, and Owner is unable to obtain the responsible HHS official's written permission to use the Project for another acceptable purpose, Owner may terminate this Agreement without penalty. Such a termination shall otherwise be governed by the provisions set forth in Article 9, "Termination or Suspension."

§ 3.6.2.2 The Architect ~~has the authority to~~ shall reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any nonconforming Work, and shall reject such nonconforming work unless the Owner objects to the rejection, in writing, within 24 hours of such notification. Whenever the Architect considers it necessary or advisable, the Architect ~~shall have the authority to require~~ will recommend to the Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not ~~the such~~ Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the ~~Architect Architect~~, nor a decision made in good faith either to ~~exercise exercise~~, or not to ~~exercise such authority exercise~~, such authority, shall give rise to a duty or responsibility of the Architect to the Contractor, Construction Manager at Risk, Subcontractors, material and equipment suppliers, their agents or ~~employees, employees~~ or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

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

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

expressed in the Contract Documents. The Architect shall render initial recommendations on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. The Owner's interpretations and opinions on matters relating to the aesthetic effect shall be final.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims. The Architect shall promptly render initial written recommendations or interpretations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3.1 The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Architect's professional opinion, within seven (7) days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and/or evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, and in the Architect's professional opinion, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. Construction Documents and Contract Documents, and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect in writing to Owner. The Architect shall certify amounts due reflect the allowable amounts for pre-construction phase services, General Conditions, Fees, use of Allowances and use of Contingencies, approved Change Orders, approved Allowance Expenditure Authorizations (AEA's) and approved Change Proposal Requests (CPR's).

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§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule, prepare a listing of all required submittals for the project and distribute to the Owner and Contractor. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review within ten (10) business days.

If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. ~~The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ The Architect shall be entitled to rely upon, and shall not be responsible for, the ~~adequacy and accuracy~~ adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within ~~any time limits agreed upon, or otherwise with reasonable promptness, five (5) business days.~~ If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information~~ information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

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

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§ 3.6.5.1 ~~The Architect may order~~ With notice and consent of Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Allowance Expenditure Authorizations, Change Proposal Requests, Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract ~~Documents~~ Documents at no additional expense to the Owner, whether initiated by Owner, Contractor or Architect. In accordance with 45 C.F.R. § 1303.55, Owner must obtain prior written approval from the responsible HHS official for contract modifications that would change the scope or objective of the Project or would materially alter the costs, by increasing the amount of grant funds needed to complete the Project. Accordingly, Architect must ensure that the timeline for approving any changes in the Work allows Owner adequate time to seek and obtain such approval. If such approval is denied, Architect must work with Owner to accommodate the responsible HHS official's requests and seek approval again, until acceptable contract modifications are approved.

...

§ 3.6.5.3 The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly-prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.

§ 3.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' or Board's designee's approval and execution.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a .PDF and printed copy of the drawings and specifications.

§ 3.6.5.5 In transmitting a change proposal request to the Owner, the Architect shall first have verified that the change proposal request contains specific information required for the owner to verify the amounts asserted in the change proposal request. The Architect shall, within 48 hours of receipt, return any change proposal request that does not contain unit price breakdowns to the contractor for additional detail required to complete a full itemized breakdown. Full itemization consists of individual material costs per element (e.g. lockset, valve, light fixture, breaker) of an assembly and labor costs for the completion of the assembly. Additionally, subcontractor costs shall be itemized in the same way. It is the responsibility of the Architect to instruct the contractor regarding the missing content to eliminate delays and re-work in the project. The Architect shall verify that the change proposal request contains a cover sheet summarizing the material cost labor costs and allowable mark ups under the contract. The Architect shall verify that the change proposal request contains zero days for extension, or if days are claimed, that the Architect is able to substantiate the amount of days claimed through a review of the contractor's critical path schedule. The Architect shall also transmit an estimate of the cost or credit for the change according to the Architect's own estimating methods.

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- .2 issue Certificates of Substantial ~~Completion;~~Completion and of Final Completion, using Owner's forms;
- .3 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and ~~received from~~ assembled by the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, ~~to the best of the Architect's knowledge, information, and belief,~~ the Work complies with the requirements of the Contract Documents.
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.
- .6 As set forth in § 3.4.6 above, submit a final facility inspection report to Owner.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall prepare and distribute a punch list of the project when the project prior to Substantial Completion. The punch list shall be comprised of the work of the architect and the architect's consultants. The Architect shall coordinate the work of the consultants to ensure timely arrival to the project for punch list development and timely creation of the punch list from the punch list observation. The punch list shall contain an area or room description, and a photograph of each deficiency listed in the punch list and a space for contractor and architect to individually indicate the date of the correction and observation of the correction, respectively.

...

§ 3.6.6.4 The Architect ~~shall~~ shall, after verifying completeness, forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. ~~Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall, not less than once a month, meet with the Owner and the Owner's Designated Representative to review the facility operations and performance to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.~~

...

§ 4.1.1 The services listed below are ~~not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project included in Basic Services unless otherwise indicated as a Supplemental or Additional Service. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated. Notwithstanding any provision in this Agreement to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.~~

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>provided by Architect as basic services</u>
§ 4.1.1.2 Multiple preliminary designs	<u>provided by Architect as basic services</u>
§ 4.1.1.3 Measured drawings	<u>provided by Architect as basic services</u>
§ 4.1.1.4 Existing facilities surveys	<u>not provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>provided by Architect as basic services</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>provided by Architect as basic services</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>provided by Architect as basic services</u>
§ 4.1.1.8 Civil engineering	<u>provided by Architect as basic services</u>
§ 4.1.1.9 Landscape design	<u>provided by Architect as basic services, if code-required shrubs or parking lot trees are required due to modification of the parking lot</u>
§ 4.1.1.10 Architectural interior design	<u>provided by Architect as basic services; limited to design of floor plan and coordination of manufacturer's standard finishes</u>
§ 4.1.1.11 Value analysis	<u>provided by Architect as basic services</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>provided by Architect as basic services</u>
§ 4.1.1.13 On-site project representation	<u>provided by Architect as basic services</u>
§ 4.1.1.14 Conformed documents for construction	<u>provided by Architect as basic services</u>
§ 4.1.1.15 As-designed record drawings	<u>provided by Architect as basic services</u>
§ 4.1.1.16 As-constructed record drawings	<u>provided by Architect as basic services</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>not provided</u>
§ 4.1.1.18 Facility support services	<u>not provided</u>
§ 4.1.1.19 Tenant-related services	<u>provided by Architect as basic services</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>provided by Architect as basic services</u>
§ 4.1.1.21 Telecommunications/data design	<u>not provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>not provided</u>
§ 4.1.1.23 Commissioning	<u>provided by Owner</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>not provided</u>
§ 4.1.1.25 Fast-track design services	<u>provided by Architect as basic services</u>
§ 4.1.1.26 Multiple bid packages	<u>provided by Architect as basic services</u>
§ 4.1.1.27 Historic preservation	<u>not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>not provided</u>

...

§ 4.1.1.29.1 Transportation and traffic engineering	<u>not provided</u>
§ 4.1.1.29.2 Graphics and signage	<u>provided by Architect as basic services; limited to building number on outside of the building and parking lot handicap signs, if required</u>
§ 4.1.1.29.3 Acoustical engineering	<u>not provided</u>
§ 4.1.1.29.4 Theater design	<u>not provided</u>
§ 4.1.1.29.5 Food service design	<u>not provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>provided by Architect as described in 4.1.2, upon request by Owner</u>
§ 4.1.1.30.1 Warranty phase support services	<u>provided by Architect as basic services</u>
§ 4.1.1.30.2 Animations and Fly-Throughs	<u>not provided</u>
§ 4.1.1.30.3 Alternates	<u>provided by Architect as basic services</u>
§ 4.1.1.30.4 Renderings and Communication Graphics	<u>not provided</u>

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§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.3: The Architect shall be responsible for investigating through non-destructive means and preparing measured drawings (as-builts) of aspects of the project to the level of detail and study as deemed necessary by the Architect for the proper execution of the Work.

4.1.1.4: The Architect shall be responsible for investigating through non-destructive means and preparing existing facility surveys (space layout, building envelope construction details, accessibility, utility services connections, nameplate data, finishes, equipment, above ceiling inspections, etc.) of aspects of the project to the level of detail and study as deemed necessary by the Architect for the proper execution of the Work.

4.1.1.10: The Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation. The Architect shall illustrate the architectural and decorative character of the Project. Such illustrations may include drawings, plans, elevations, sections, renderings, photographs, and samples of actual

materials, colors and finishes.

4.1.1.14: The Architect shall, with ten (10) business days of construction notice to proceed provide conformed Construction Documents incorporating all approved changes during bidding and negotiation. Changes include approved substitution requests, approved alternates, value engineering, and clarifications during bidding, and changes required by review of the Authorities Having Jurisdiction. The Conformed documents for construction shall include the graphic illustration of changes previously conveyed only with written narrative or abbreviated notes. The Architect shall affix a seal to the Conformed documents and shall cause the consultants to do the same.

4.1.1.16: The Architect may receive electronic copies of CAD files or marked up record drawings from the Contractor showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor. Based on these changes and others known to the Architect and the Architect's Consultant's, but not shown on the documents provided by the Contractor, the Architect and the Architect's Consultants shall prepare CAD revisions to the documents and issue printed record drawings and a CD containing the CAD files for the project.

4.1.1.21: The Architect shall provide all telecommunications and data design services for the project. Architect shall consult with Owner to develop level of need, expectations and documentation for that design. A complete and functioning system is required. The Architect will design for installation and point to point testing by the contractor all cabling, including copper systems and fiber optic cabling within the building. The Owner will design and install fiber optic cable from utility provider to Main Distribution Frame.

The following shall be included in the Contract Documents:

1. All electrical power for any equipment
2. Infrastructure and wiring for Data drops
3. Data Infrastructure for Wireless Access Points
4. Clocks, paging, and Intercom Systems
5. Scoreboards
6. Theatrical needs
7. HVAC controls and wiring
8. Conduit to "D-Mark" panel for Phone System and Fiber Cable
9. Conduit for Fiber Cable to Patch Panels
10. Cameras, cabling, and infrastructure for Security Monitoring System
11. Security and Access Controls and Infrastructure
12. Power for I-Pad Cart charging stations
13. MDF and IDF Racks
14. Conduit pathway with pull string from utility provider source into building MDF for OFOI fiber cabling
15. Fiber backbone cable and conduit pathway between MDF and IDF and supported equipment

The following shall be purchased by Owner IT contractor and be installed by the Owner IT contractor, except as noted. Architect shall include details in the Contract Documents regarding mounting height, blocking, receptacles, cabling between devices and controllers.

1. Interactive TVs and TV Monitors (OFOI by Owner-selected vendor)
2. Any Projectors, screens, and Monitor Arrays for Video (OFOI by Owner-selected vendor)
3. Network Server Switches, routers, UPS Units and System Hardware for Racks (OFOI by Owner-selected vendor)
4. All Classroom, Computer Lab, CTE and Administrative Computers (OFOI by HCDE internal staff)
5. Wireless Access Points (OFOI for Access Point, Cabling by Contractor)
6. Printers and copiers
7. IP Phones (OFOI by Owner-selected vendor)
8. Fiber backbone cable to building in CFCI conduit

4.1.1.28: Furnish services described by B253™-2019, Article 3 and 4 and their sub-paragraphs. Terms and conditions of this Agreement (B101, as amended) govern where conflict exists.

4.1.1.29.2: Prepare interior graphics consisting of graphics, artwork, logos, banners and similar items; prepare interior directional signage design.

4.1.1.30.1: Establish protocol for reporting warranty deficiency. Disposition warranty claim and identify appropriate party for response; architect, contractor or owner. Establish tracking of warranty items and corrective actions. Enforce contract requirements of Owner-Contractor agreements to achieve satisfactory outcomes. Correct, at no cost to the Owner, deficiencies caused by deficiencies in the work of the Architect.

4.1.1.30.2: Prepare multiple Project animations at each stage of project development to convey the project features. Animations shall address site layout, exterior materials, interior materials and convey scale of the project features. Animations shall be true to scale, containing basic thickness and patterns to convey intent at a minimum, when presented for Schematic Design approval. Animations shall be photo-realistic when presented for Design Development and Construction Document approval. As needed, prepare animations to illustrate key project attributes (e.g. traffic flow, special event access restrictions, special instructional spaces)

4.1.1.30.3: Prepare design alternates to allow for maximum flexibility in awarding the Contract or as may be requested by the Owner. Alternates shall contain equivalent detail to base bid design to eliminate ambiguity and depict the complete nature of the work required by the alternate.

4.1.1.30.4: Prepare multiple Project renderings at each stage of project development to convey the project features. Renderings shall address site layout, exterior materials, interior materials and convey scale of the project features. Renderings shall be scaled, line work quality at a minimum, when presented for Schematic Design approval; specifically, renderings of the new entry lobby, new board room on the first floor, superintendent's executive office, and one rendering of Owner-requested area to be determined during schematic design are required and shall be updated at design development to include material choices. Renderings shall be photo-realistic when presented for Design Development and Construction Document approval. As needed, prepare diagrams to illustrate key project attributes (e.g. traffic flow, special event access restrictions, special instructional spaces).

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

- ~~.5~~ — Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- ~~.6~~ — Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~.7~~ — Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.8~~ — Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ — Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ — Consultation concerning replacement of Work resulting from fire or other cause during construction;
- or,
- ~~.11~~ — Assistance to the Initial Decision Maker, if other than the Architect.

~~§ 4.2.2~~ To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- ~~.1~~ — Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- ~~.2~~ — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~.3~~ — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~.4~~ — Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- ~~.5~~ — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

~~§ 4.2.3~~ The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- ~~.1~~ — () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- ~~.2~~ — () visits to the site by the Architect during construction
- ~~.3~~ — () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- ~~.4~~ — () inspections for any portion of the Work to determine final completion.

~~§ 4.2.4~~ Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

~~§ 4.2.5~~ If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 — Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 — Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 — Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .5 Paragraph deleted
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .7 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 Intentionally omitted.

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

- .1 The Architect will make as many visits as reasonably necessary to verify completion of all previously identified incomplete work items. Additionally, the Architect shall make site visits during construction progress to expedite responses to Requests for Information and submittals.

§ 4.2.4 Notwithstanding any other provision of the Agreement, the following are services of the Architect fully compensated under Article 3 Scope of Architect's Basic Services.

- .1 The time period during which the architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional Charge, either in fee or expense.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained for the project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations at appropriate stages of construction.
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall require the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections; The one year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
- .5 The Architect shall be responsible for a complete inspection of the Work approximately eleven (11) months after the date of Substantial Completion. The Architect shall report all deficiencies observed during such inspection and shall be responsible for monitoring the correction of any deficiencies observed.

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements information, as requested, if available, in a timely manner regarding requirements, objectives, scheduling and limitations for the Project. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 5.2 The Owner shall establish, and periodically update, the Owner's budget for the Project, Project when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Owner's Board of Trustees, by majority vote at a duly noticed and lawfully called public meeting, is the only representative of Owner, a county school district organized under the laws of the State of Texas, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation, unless this authority is lawfully delegated. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement. The Board may designate in writing an authorized representative (or representatives), as appropriate, to act on its behalf during the course of construction. Such authorized representative shall have authority to act on behalf of the Owner concerning decisions that do not require a majority vote of the Board of Trustees and shall have the authority to bind the Owner only to the extent expressly authorized or delegated by the Board of Trustees. The authorized representative shall have no implied authority. Such authorized representative shall also bring recommendations to the Board of Trustees on any matter requiring Board approval. In the event that changes in the scope of the Work are required before the Board's next regularly scheduled meeting or in order to facilitate and expedite the timely completion of the Work, the Board's authorized representative shall have authority to approve construction changes that do not exceed \$50,000.00 in increased costs. Any such change shall be confirmed in writing between the Contractor and the Board's authorized representative and notice of such approved changes shall be given to the Board at its next regularly scheduled meeting. The Board shall act as soon as reasonably possible to avoid unnecessary delays in the construction completion date. Except as expressly authorized by the Owner or the Contract Documents, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

Owner's designated representative to sign contracts:

Name: Jesus Amezcua Title: Assistant Superintendent of Business Services, or successor.

Owner's designated representative for day-to-day operations:

Name: Rich Vela Title: Executive Director of Facilities, or successor.

~~§ 5.4 The Owner shall furnish surveys to describe. Upon written request of the Architect, the Owner shall furnish existing surveys, if any, known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements.~~

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Intentionally omitted.~~

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

~~§ 5.9 The Owner shall furnish tests, inspections and reports. Unless otherwise provided in this Agreement, the Owner may furnish tests, inspections and reports that are required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.~~

~~§ 5.10 The Owner shall furnish all. Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

~~§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project~~

~~§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. Except as otherwise provided in this Agreement, or when direct communications have been specifically authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. any direct communications that may affect the Architect's services.~~

~~§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate. Architect shall verify the Architect's duties and responsibilities set forth in the Contract for Construction. Construction, when compared with the Architect's services set forth in this Agreement, this Agreement, and shall prepare an amendment to this Agreement, for the Owner's approval, when Additional or Supplemental Services are required under the Contract for Construction or other modifications are appropriate. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

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~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

~~§ 6.1 For purposes of this Agreement, calculating the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect, Architect or Architect's consultants; the costs of the land, rights-of-way, financing, or unspent contingencies for changes in the Work; unspent allowances; alternate designs of the Architect that are not constructed or accepted by the Owner; Work performed under separate contracts by the Owner; or other costs that are the responsibility of the Owner.~~

The Architect shall be compensated for alternate designs of the Architect that are included in the Procurement Documents but are not constructed or accepted by the Owner as outlined in Section 11.6.2. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall ~~may~~ be adjusted throughout the Project as ~~required~~ allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. ~~It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from professional familiar with the construction industry in the locality of the Project. It is recognized that the Cost of the Work cannot exceed the Project budget as stipulated in the initial information, unless agreed to in writing by the Owner. All fees and expenses of the Architect to redesign the Project to meet the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. Work shall be borne by the Architect. If the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.~~

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall utilize the services of an independent cost estimating service. The use of a Construction Manager At-Risk does not relieve the obligation of the Architect to provide cost estimates. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; ~~and to include design alternates Project with prior consent of Owner's Board of Trustees (if Board approval is required by Owner); and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service, separately identify the cost of General Conditions, Overhead and Profit in the Cost of the Work. The cost of all utilities, site improvements, easements and other similar costs necessary to construct the project shall be identified by the Architect. The estimates of the Cost of the Work shall be prepared in the following format:~~

.1 At Schematic Design: UniFormat Level 3

.2 At Design Development: Masterformat division Level 3

.3 At Construction Documents: Masterformat Level 3, specific to Project specification section

~~§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§6.4 If through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of process in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments, quality or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

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

- .1 give written approval of an increase in the budget for the Cost of the Work; Work and/or authorize a different construction procurement method, consistent with applicable law;

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.6.1

§ 6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

...

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments Construction Documents/Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

~~§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

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

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

§ 7.2 Architect shall provide to Owner, as a "Work Made for Hire," all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect's consultants (including the necessary number of paper copies and electronic format copies), and other documents (hereinafter "Construction Documents") that are within Architect's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

§ 7.3 The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the prototype. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the prototype, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as built" in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall

receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

§ 7.4 The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable this Agreement and by Texas law, but in any case not more than 10-12 years after the date of Substantial-Final Completion of the Work. The Owner and Architect waive Architect waives all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy [GF (LEGAL) and (LOCAL) or other policy as designated by Owner] and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 8.1.1.2 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.1.2 ~~To~~ Only to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, A201-2017, General Conditions of the Contract for Construction-Construction, as amended for this Project, and if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive-waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual-waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7-Owner's termination of this Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages are recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

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

~~matter by mediation or by binding dispute resolution. The institution of legal or equitable proceedings by either party, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually-acceptable person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. Nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters between the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation, if any, shall be held in the county where the Owner's administrative office is located. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. 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.~~

~~§ 8.2.4 The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them. If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

...

~~Arbitration pursuant to Section 8.3 of this Agreement~~

~~Litigation in a court of competent jurisdiction~~

~~Other: (Specify)~~

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

~~§ 8.3 Arbitration~~

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

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

§8.2.5 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

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

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

§ 9.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination. If not cured after ten (10) days' written notice to Owner of delinquency, if the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days written notice, in accordance with Texas Government Code section 2251.051 et seq.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In the event of any termination of this Agreement, the Architect shall be paid the fee owed, based upon the Architect's services performed to the date of notice of termination, together with Reimbursable Expenses then due.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§9.7 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, 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 Architect 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; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement.

Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's ~~Instruments~~ Construction Documents/Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.7.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, 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.

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 laws of the State of Texas. Mandatory and exclusive venue for any dispute shall be in the state district courts of Harris County. If the blank is not filled in, mandatory and exclusive venue shall be in the county where the Owner's administrative offices are located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction~~ Construction, as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site~~ site, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 10.7 ~~The Architect shall have the right to~~ With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such ~~representations~~ representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. ~~This Section 10.8 shall survive the termination of this Agreement to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, 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 Chapter 552 *et seq.* and the Texas Open Meetings Act, Texas Government Code, Chapter 551 *et seq.*~~

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information ~~after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. ~~If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.~~

§ 10.10 The Architect shall comply with the provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by the Architect shall be supplied by the Owner, and must be supplemented by the Architect as required by law, or as requested by Owner.

§ 10.11 NO LIENS. ~~The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas and subject to a federal interest, or upon any funds of Owner. This prohibition on liens is made, in part, to ensure compliance with Owner's obligations under federal regulations, including 45 C.F.R. §§ 75.308, 75.318, 75.323, 1303.47, and 1303.48, not to (1) dispose of or encumber (including, but not limited to, a conveyance, transfer, assignment, mortgage, lease, or any other manner of encumbrance), or permit a third party to encumber, its title or other interests; (2) mortgage or use as collateral, sell, or otherwise transfer the facility or real property without the responsible HHS official's written permission; (3) subordinate, diminish, nullify, or release the federal interest through encumbrance or transfer of the property or any other action taken without the responsible HHS official's written permission; or (4) mortgage, use as collateral for a credit line or for other loan obligations, or sell or transfer a facility or real property purchased or constructed with Head Start funds without the responsible HHS official's written permission. Pursuant to 45 C.F.R. § 1303.51, only the responsible HHS official can subordinate federal interest to the rights of a third party, in a written subordination agreement.~~

§ 10.12 APPLICABLE LAW. This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.13 CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.14 It is understood and agreed that the relationship of Architect 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 Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status

§ 10.15 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

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

§ 10.17 If (a) Architect is not a sole proprietorship; (b) Architect has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply: otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Architect hereby certifies and verifies that neither the Architect, nor any affiliate, subsidiary, or parent company of the Architect, if any (the "Architect Companies"), boycotts Israel, and the Architect agrees that the Architect and Architect Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

§ 10.18 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

§ 10.19 CRIMINAL HISTORY RECORD CHECKS

§10.19.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees", as defined below. If Architect is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Architect will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Architect will provide written certification to the District that Architect has complied with the statutory requirements as of that date. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 10.19.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect 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 Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 10.19.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants 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. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, 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.

§ 10.19.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be required by the terms of their contract with Architect or any other contracting entity (as defined in Texas Education Code §22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

§ 10.19.5 On request of Owner, Architect shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontracting entities. Architect shall update this list on Owner's request."

§ 10.20 Intentionally omitted.

§ 10.21 If Architect is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner in a fiscal year of Owner, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the Architect agrees that the Contract can be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Architect hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Owner for the duration of the Agreement; (2) promptly provide to Owner any contracting information related to the Agreement that is in the custody or possession of the Architect on request of Owner; and (3) on completion of the Agreement, either (a) provide at no cost to Owner all contracting information related to the Agreement that is in the custody or possession of Architect, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Owner.

§ 10.22 As required by Appendix II to 45 C.F.R. Part 75, the following statements are included:

A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, Owner reserves all rights and privileges under the applicable laws and regulations with respect to this Agreement in the event of breach of contract by either party.

B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, Owner's rights to terminate for cause and for convenience are set forth in Article 9, "Termination or Suspension."

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity

(30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR part 60.

Pursuant to Federal Rule (C) above, the equal opportunity clause is incorporated by reference herein.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

See full text of 29 C.F.R. § 5.5 (a) and (b), set forth below in sections 10.28 and 10.29, respectively. In addition, as required by the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), the following statements are included (as used in this section, the term "contractor" includes the Architect):

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(4) if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

In addition, as required by 29 C.F.R. § 3.11, the following statement is included (as used in this section, the term "contractor" includes the Architect):

The contractor or subcontractor is bound to comply with such of the regulations in 29 C.F.R. Part 3 as may be applicable.

Architect shall assist Owner in determining the Davis-Bacon wage determinations(s) applicable to the Project.

As set forth in more detail in 29 C.F.R. § 5.5 (a)(3), below in section 10.28, the Architect is responsible for:

- collecting and maintaining payrolls and basic records relating thereto for all laborers and mechanics working at the site of the work (including covered workers employed by all contractors and subcontractors) during the course of the work;
- preserving the payrolls and basic records relating thereto for a period of three years thereafter;
- submitting a copy of all payrolls to Owner weekly for each week in which any contract work is performed, using Form WH-347 (available on the Wage and Hour Division Web site), including the Statement of Compliance set forth on the reverse side of Form WH-347, signed by the Architect or its agent (or the contractor or subcontractor or its agent) who pays or supervises the payment of the persons employed under the contract; and
- making the required records described above available for inspection, copying, or transcription by authorized representatives of the Office of Head Start or the Department of Labor, and permitting such representatives to interview employees during working hours on the job.

Pursuant to Federal Rule (D) above, the Architect will be in compliance with all applicable Davis-Bacon Act provisions. The Architect is responsible for determining the requirements imposed upon it by the Davis-Bacon and related acts and ensuring its compliance with them.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, the Architect certifies that during the term of the Agreement, the Architect will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, the Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, the Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, the Architect certifies that during the term of the Agreement, the Architect certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Architect shall immediately provide written notice to Owner if at any time Architect learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Owner may rely upon a certification of Architect that Architect is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless Owner knows the certification is erroneous.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, the Architect certifies that during the term and after the awarded term of the Agreement, the Architect certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Architect certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

§ 10.23 Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 45 CFR § 75.330 – Architect is required to take all necessary affirmative steps set forth in 45 CFR § 75.330 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used for any

subcontracting opportunities under the Agreement when possible, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in the paragraph above.

§ 10.24 Title VI of the Civil Rights Act of 1964 – Owner administers its programs in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex. This includes ensuring programs are accessible to persons with limited English proficiency. Owner also complies with specific legal obligations for serving qualified individuals with disabilities and administers its programs in an environment free of sexual harassment. Owner also administers its programs in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws. Collectively, these laws prohibit exclusion, adverse treatment, coercion, or other discrimination against persons or entities on the basis of their consciences, religious beliefs, or moral convictions.

The Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in the paragraph above.

§ 10.25 THIS AWARD IS SUBJECT TO REQUIREMENTS OF SECTION 106(g) OF THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED (22 U.S.C. 7104)

TRAFFICKING IN PERSONS

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

The Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in the paragraphs above.

§ 10.26 The Pro-Children Act of 2001, 20 U.S.C. §§ 7181 through 7184, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. Failure to comply with the provisions of the law may result in a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

The Architect certifies that during the term of the Agreement, the Architect agrees to comply with all applicable requirements as referenced in the paragraph above.

§ 10.27 Applications funded by federal grant programs are subject to disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Such applications are frequently requested under the FOIA, consistent with the FOIA's requirement to proactively disclose frequently requested materials at 5 U.S.C. § 552(a)(2)(D). Each released application will receive appropriate redaction of specific information to protect personal privacy and competitively sensitive commercial information.

The Architect certifies that during the term of the Agreement, the Architect accepts the terms referenced in the paragraph above.

§ 10.28 As required by 29 C.F.R. § 5.5(a), the following statements are included (as used in this section, the term "contractor" includes the Architect):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated

for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. Harris County Department of Education shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Office of Head Start may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Office of Head Start if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Office of Head Start. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The

prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Office of Head Start if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Office of Head Start, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Office of Head Start or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Office of Head Start may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

§ 10.29 As required by 29 C.F.R. § 5.5(b), the following statements are included. As used in this section, the terms laborers and mechanics include watchmen and guards, and the term "contractor" includes the Architect.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract [sic] work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Harris County Department of Education shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

§ 10.30 2 C.F.R. § 200.215: When federal funds are expended by Owner for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Owner will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The Architect certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Owner has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

§ 10.31 2 C.F.R. § 200.216: Owner, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Architect certifies that Architect will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

§ 10.32 2 C.F.R. § 200.322: As appropriate and to the extent consistent with law, Owner has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Architect agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Architect certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: for all undisputed payments as set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Section 2251.051 (c) and (d). Owner shall further have the right to withhold payments as specified in this Agreement:

...

Fifty-three Thousand One Hundred Seventy-Three Dollars (\$53,173.00), including \$47,457.00 for Basic Services, \$2,516.00 for MEP Additional Services (if required), and \$3,200.00 of reimbursable expenses.

.2 Percentage Basis

— (Insert percentage value) When compensation for services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

— (Describe the method of compensation)

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in Section 11, including Section 11.5.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

follows provided however the Owner may withhold payments to the Architect for the purpose of reimbursing Owner for any damages caused by Architect, for changes in the Cost of the Work which result in Architect's compensation

being reduced or for Architect's failure to comply with the provisions of any part of this Agreement. The Owner may also withhold payments to the Architect to secure performance of Architect's services and obligations under any part of this Agreement: Compensation for services designated in Section 4.1 shall a part of the Total Basic Compensation due to the Architect under §11.1

...

As agreed between the Parties in writing, executed prior to the Architect beginning performance of the Additional Services. Any such services shall be billed at the rates in Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section ~~11.2 or~~ 11.3, shall be the amount invoiced to the Architect ~~plus percent (%),~~ or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not Applicable.
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Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)
<u>Programming/Schematic Design Phase: Fifteen Percent (15%)</u>		
<u>Design Development Phase: Twenty-five Percent (25%)</u>		
<u>Construction Document Phase: Twenty-five Percent (25%)</u>		
<u>Proposal or Negotiation Phase: Five Percent (5%)</u>		
<u>Construction Phase: Twenty-five Percent (25%)</u>		
<u>Closeout Phase (payable upon final payment to contractor): Two Percent (2%)</u>		
<u>Warranty Phase (payable monthly during 12-months after Substantial Completion): Three Percent (3%)</u>		
<u>Total Basic Compensation: One Hundred Percent (100%)</u>		

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.5.1 Adjustment of the compensation due, as based on the budget for the Cost of the Work, may be made at not less than four intervals: 1.) completion of Programming, 2.) completion of Design Development, 3.) notice to proceed and 4.) project final completion. Notification of compensation adjustment shall be by written authorization from the Owner.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in Article 11.1 by the Owner's most recent budget for the Cost of the Work at the intervals stated in Article 11.5.1 by the percentages identified in Article 11.5 by the incremental proportion of services performed within each phase listed in Article 11.5 Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6.2 Compensation for Alternate designs deleted or otherwise not constructed. Provided the Architect satisfies the requirements of section 4.1.1.30.3, and when compensation is on a percentage basis, and Alternate portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. Prior to bidding, the Cost of the Work shall be based on the most recent Estimate of the Cost of the Work for the Alternate(s). After bidding, the Cost of the Work shall be the average price proposal received for the Alternate(s). For those Alternate designs that are accepted and constructed, the Cost of the Work shall be based on the awarded amount. If the requirements of section 4.1.1.30.3 are not satisfied, in the sole opinion of the Owner, the Architect will not be entitled to additional compensation for Alternate designs.

§ 11.6.3 Compensation for the portion of the budget for the Cost of the Work established for Allowances and Contingencies shall be billed only at Final Completion and shall be billed only in proportion to, and only to the extent that, the Owner actually expends Allowance and Contingency funds in the completion of the project.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

in Exhibit A.

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
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...

- ~~.1~~ Transportation and authorized out of town travel and subsistence; Out of Town transportation and subsistence, when approved in advance by the Owner in writing;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~.3~~ Permitting and other fees required by Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.4~~ Printing, reproductions, plots, and standard form documents;
- ~~.5~~ Postage, handling, and delivery; 3 Reproductions of Construction Documents other than those required to be provided by Architect under this Agreement, plots, standard form documents, and courier expenses;
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8~~ If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants; 4 Other similar Project-related expenditures, if approved in advance by the Owner in writing;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses; 5 Fees paid for Geotechnical Engineering Services;
- ~~.10~~ Site office expenses;
- ~~.11~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~.12~~ Other similar Project-related expenditures; 6 Fees paid for Surveying and Platting Services.

§ 11.8.2 For Reimbursable Expenses the only actual compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus percent (%) of the expenses incurred consultants.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Compensation for Use of Architect's Construction Documents. The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement.

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§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved prior to construction shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date.~~ Unless otherwise agreed, payments for services completed and approved during construction shall be directly proportional to the cost certified by the Architect in the Contractor's monthly Application and Certification for Payment as a proportion of the total Cost of the Work, excluding Allowances and Contingencies. Unless otherwise agreed, payments for warranty services completed and approved after substantial completion shall be made monthly in twelve (12) regular installments. Undisputed amounts are due and payable within forty-five (45) days from the date of the Owner's receipt of the Architect's invoice. Undisputed amounts unpaid more than forty-five (45) days after Owner's receipt of Architect's invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~—%—~~ specified by Texas Government Code 2251.025 or its successor.

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ may withhold payments after appropriate notice as to the reasons for the withholding, to Architect for the purposes of reimbursing Owner for any damages caused by Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, for Architect's failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Architect, or to secure performance of Architect's services and obligations under any part of this Agreement

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~ provided to the Owner upon presentation of Architect's progress payment applications.

§ 11.10.2.4 In the event that the Project involves multiple campuses, project phases or multiple projects on the same campus, the Architect shall prepare invoices that reflect the packaging of the work (work packages). Each invoice shall reflect the Cost of the Work for the respective work package and the progress payment shall be as described in Section 11.10.2.1. and 11.10.2.3. Additionally, each invoice shall indicate the Purchase Order number and account code furnished to the Architect by the Owner.

§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

§ 11.12 Notwithstanding any other provision of this Agreement or obligation imposed on Owner by this Agreement, Owner shall have the right to terminate this Agreement without default or liability to Architect resulting from such termination, effective as of the end of any fiscal year of Owner or of Owner's Head Start program, if it is determined by

Owner, in Owner's sole discretion, that there are insufficient funds to extend this Agreement, in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. Owner anticipates it will receive Head Start grant funds from the United States Department of Health and Human Services in an amount equal to the cost of services to be provided under this Agreement. Architect further acknowledges that federal funds will be used to make all payments and pay for all of Owner's obligations under this Agreement and that this Agreement is subject to appropriation and approval of a Head Start Grant by the United States federal government for the specific purpose of constructing a new Humble Early Head Start facility in the specific service area in Harris County. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent on Owner receiving such funds. If Owner does not receive sufficient funding to construct a new Humble Early Head Start facility, Owner may terminate this Agreement or reduce the scope of services provided under this Agreement, in Owner's sole discretion, without penalty or further obligation to Architect, at any time upon written notice to Architect. In the event of termination of this Agreement under this provision, Owner shall pay Architect for services accepted by Owner prior to the effective date of termination.

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

§ 12.2 THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS AGREEMENT.

§ 12.3 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 12.1, 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.

§ 12.4 It is understood and agreed that Article 12 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.

§ 12.5 RECORDS RETENTION. Architect shall keep all accounting and construction records on the Project, including, but not limited to, financial records, supporting documents, statistical records, and all other records pertinent to this Agreement, for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR

(Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section. In addition, at the conclusion of the above record retention period, Architect must provide such records to Owner for retention beyond this period, in order that Owner may comply with its obligation under 45 C.F.R. § 1303.54 to retain records pertinent to the lease, purchase, construction or renovation of a facility funded in whole or in part with Head Start funds, for as long as Owner owns or occupies the facility, plus three years.

The only exceptions to the aforementioned records retention requirements are the following:

1. If any litigation, claim, dispute, or audit is started before the expiration of the three-year period representing Owner's record retention period under federal regulations, the records must be retained until all litigation, claims, dispute, or audit findings involving the records have been resolved and final action is taken.

2. If the Owner extends the retention period in response to a written notice by the HHS awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

3. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

In addition to the foregoing, because federal funds are being used to make payments under this Agreement, the U.S. Department of Health and Human Services ("HHS"), the Office of Head Start, the Inspectors General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Architect that are pertinent to this Agreement, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Architect's personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this Agreement are not limited to the required retention period, but shall last as long as the records are retained.

§ 12.6 COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>."

§ 12.7 Architect agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Architect further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment herein specified. Breach of this covenant may be regarded as a material breach of this Agreement.

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§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or ~~oral~~-oral, unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument signed by both the Owner approved by the Owner's Board of Trustees or the Board's designee and signed by both the Owner's designated representative and Architect.

...

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect Architect, as amended for this Project;
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below;

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~ A201-2017, General Conditions of the Contract for Construction, as amended for this Project.

...

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- Exhibit A – Architect’s Hourly Billing Rate Schedule
- Exhibit B – Owner’s program for the Project
- Exhibit C – Architect’s Insurance Requirements
- Exhibit D – Design Submission Checklist – Schematic Design
- Exhibit E – Design Submission Checklist – Design Development
- Exhibit F – Design Submission Checklist – Construction Documents

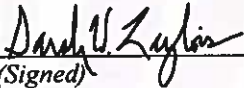
...

Jesus Amezcua, Ph.D., CPA, RTSBA
Harris County Department of Education
Assistant Superintendent of Business Services

Kathleen A. English, license #12622
English + Associates Architects, Inc.
Principal

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Sarah W. Langlois, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:04:24 ET on 05/05/2021 under Order No. 0364279346 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Attorney for Owner Harris County Department of Education
(Title)

5.5.2021
(Dated)

Regular Board Meeting

7.G.

Meeting Date: May 19, 2021

Title: Amendment for an expenditure for the Highpoint North Recovery Renovation and Culinary Arts Classroom

Submitted For: Bill Monroe, Purchasing

Submitted By: Kendra Jackson

Recommended Action: Approve

HCDE Goal(s): 2. Deliver value responsibly
5. Recruit high-quality professionals

Additional Resource Personnel: Rich Vela, Dr. Jesus Amezcua, Kendra Jackson

Facilities/Technology Approval Needed?: Facilities

Information

Posted Agenda Item:

Consider approval of amendment to the Professional Services Agreement (procured under RFQ 20/043IA) with English + Associates Architects, Inc. for the renovation of the Harris County Department of Education Administration building located at 6300 Irvington, to increase the amount from \$554,312.50 to \$755,971.84 (\$201,659.34 increase) and adjust the projected schedule as outlined in the attachment (Contingency funds will be used from the project budget).

Subject:

Amendment of Service Contract with English + Associates Architects, Inc.

Rationale:

Approval needed to Amendment 1 to increase the budget and adjust the schedule of delivery for the renovation of the Harris County Department of Education Administration building located at 6300 Irvington Blvd. Amendment is needed due to the projected cost of material and construction estimates for the project. A budget amendment will be presented in May, 2021 to move funds from contingency to contracted services.

Fiscal Impact

Attachments

Amendment 1

Form Review

Inbox

Purchasing
Purchasing Alternate (Originator)
Purchasing
Assistant Superintendent - Business
Form Started By: Kendra Jackson
Final Approval Date: 05/03/2021

Reviewed By

Kendra Jackson
Kendra Jackson
Kendra Jackson
Jesus Amezcua

Date

04/30/2021 01:43 PM
05/03/2021 09:45 AM
05/03/2021 09:47 AM
05/03/2021 11:09 PM
Started On: 04/30/2021 11:44 AM



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Harris County Department of Education
Renovations of the Administration
Building
6300 Irvington Boulevard
Houston, TX 77022

AGREEMENT INFORMATION:
Date: November 2, 2020

AMENDMENT INFORMATION:
Amendment Number: 001

Date: April 28, 2021

OWNER: *(name and address)*
Harris County Department of Education
6300 Irvington Boulevard
Houston, TX 77022

ARCHITECT: *(name and address)*
English + Associates Architects, Inc.
1919 Decatur Street
Houston, TX 77007

The Owner and Architect amend the Agreement as follows:
The following modifications shall be made to AIA B101-2017, Standard Form of Agreement Between Owner and Architect, dated November 2, 2020.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Increase compensation from \$554,312.50 by \$201,659.34 to \$755,971.84

Original budget for the Construction and FF&E during Design for Architecture = \$5,850,000.00 + \$485,000.00 = \$6,335,000.00

Original Compensation for the Cost of Work during Design for Architecture at eight point seventy-five percent (8.75%) = \$554,312.50

Construction and FF&E during Design for Architecture = \$7,684,581.33 + \$955,096.80 = \$8,639,678.13

Compensation for the Cost of Work for Architecture at eight point seventy-five percent (8.75%) = \$755,971.84

Total Compensation Due for Architecture = \$755,971.84

Schedule Adjustment:

Design Development 5/20/21

Design Development Review and Approval 6/11/21

Construction Documents 50% 7/9/21

Construction Documents 50% Review and Approval 7/16/21

Construction Documents 90% 8/13/21

Construction Documents 90% Review and Approval 8/20/21

Construction Documents 100% 9/10/21

Construction Documents 100% Review and Approval 9/24/21

SIGNATURES:

English + Associates Architects, Inc.

ARCHITECT (*Firm name*)

SIGNATURE

Kathleen A. English
Principal

PRINTED NAME AND TITLE

DATE

Harris County Department of
Education

OWNER (*Firm name*)

SIGNATURE

Jesus Amezcua, Ph. D., CPA, RTSBA
Assistant Superintendent of Business
Services

PRINTED NAME AND TITLE

DATE

Personnel

Regular Board Meeting

8.B.

Meeting Date: May 19, 2021

Title:

Submitted By: Karla Cantu

Recommended Action: Approve

HCDE Goal(s):

Additional Resource

Facilities/Technology

Personnel:

Approval Needed?:

Information

Posted Agenda Item:

Deliberate Superintendent's recommendation to award Non-Chapter 21 Contracts for 2021-2022

- Assistant Superintendent, Business Services
- Director, Center for Safe & Secure Schools
- Director, Information Technology
- Chief Accounting Officer, Business Services
- Chief of Staff, Administration
- Director, Research & Evaluation
- Director, Facilities Construction
- Chief Communication Officer, Technology
- Senior Director, School-Based Therapy Services
- Director, Records Management
- Director, Client Engagement
- Senior Director, Choice Partners
- Director, Communications
- Director, Purchasing
- Director, Adult Education
- Senior Director, Head Start
- Director, Facilities Maintenance
- Director, Grants Development
- Senior Director, Adult Education
- Director, CASE
- Executive Director, Human Resources
- Executive Director, Facilities

Subject:

Rationale:

Fiscal Impact

Attachments

HR Non Ch 21

Form Review

Form Started By: Karla Cantu
Final Approval Date: 05/05/2021

Started On: 05/05/2021 03:24 PM

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Regular Board Meeting

8.C.

Meeting Date: May 19, 2021

Title:

Submitted By: Karla Cantu

Recommended Action: Approve

HCDE Goal(s):

Additional Resource

Facilities/Technology

Personnel:

Approval Needed?:

Information

Posted Agenda Item:

Deliberate Superintendent's recommendation to award Chapter 21 Contracts for 2021-2022

Chapter 21 Probationary Contracts for campus personnel

- 4 Teachers, ABS East
- 1 Registered Nurse, ABS East
- 1 Principal, ABS East
- 1 Counselor, ABS East
- 4 Teachers, ABS West
- 1 Registered Nurse, ABS West
- 2 Teachers, Fortis Academy
- 3 Teachers, Highpoint School East

Chapter 21 Term Contracts for campus personnel

- 8 Teachers, ABS East
- 2 Transition Specialists, ABS East
- 1 Behavior Intervention Specialist, ABS East
- 2 Assistant Principals, ABS East
- 2 Assistant Principals, ABS West
- 1 Counselor, ABS West
- 1 Principal, ABS West
- 11 Teachers, ABS West
- 1 Transition Specialist, ABS West
- 2 Teachers, Fortis Academy
- 1 Counselor, Fortis Academy
- 1 Registered Nurse, Fortis Academy
- 2 Assistant Principals, Highpoint School East
- 1 Counselor, Highpoint East
- 12 Teachers, Highpoint School East
- 3 Transition Specialists, Highpoint School East
- 1 Registered Nurse, Highpoint School East

Chapter 21 Probationary Contracts for non-campus personnel

- 1 Assistant Superintendent, Administration
- 1 Compliance & Technical Support Officer, Schools
- 1 Instructional Coach, Schools
- 1 Leadership Development Officer, Educator Certification and Advancement
- 1 Manager, Teaching and Learning Center
- 1 Senior Director, Schools

Chapter 21 Term Contracts for non-campus personnel

- 1 Assistant Superintendent, Administration
- 1 Curriculum Compliance Officer, Educator Certification and Advancement
- 1 Director, Educator Certification and Advancement

- 1 Curriculum & Compliance Services Director, Schools
- 1 Curriculum Director, Math, Teaching and Learning Center
- 1 Curriculum Director, ELA, Teaching and Learning Center
- 1 Director, Special Projects, Teaching and Learning Center
- 1 Curriculum Director, Digital Education & Innovation, Teaching and Learning Center

Chapter 21 Probationary Contract Terminations

- 7 Teachers, ABS East
- 4 Teachers, ABS West
- 1 Teacher, Highpoint School East

Subject:

Rationale:

Fiscal Impact

Attachments

HR Ch 21 Contracts

Form Review

Form Started By: Karla Cantu
Final Approval Date: 05/06/2021

Started On: 05/06/2021 08:07 AM

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Regular Board Meeting

9.A.

Meeting Date: May 19, 2021

Title:

Submitted By: Karla Cantu

Recommended Action: Approve

HCDE Goal(s):

Additional Resource

Facilities/Technology

Personnel:

Approval Needed?:

Information

Posted Agenda Item:

Consider approval of Superintendent's recommendation to award Non-Chapter 21 Contracts for 2021-2022

- Assistant Superintendent, Business Services
- Director, Center for Safe & Secure Schools
- Director, Information Technology
- Chief Accounting Officer, Business Services
- Chief of Staff, Administration
- Director, Research & Evaluation
- Director, Facilities Construction
- Chief Communication Officer, Technology
- Senior Director, School-Based Therapy Services
- Director, Records Management
- Director, Client Engagement
- Senior Director, Choice Partners
- Director, Communications
- Director, Purchasing
- Director, Adult Education
- Senior Director, Head Start
- Director, Facilities Maintenance
- Director, Grants Development
- Senior Director, Adult Education
- Director, CASE
- Executive Director, Human Resources
- Executive Director, Facilities

Subject:

Rationale:

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Karla Cantu
Final Approval Date: 05/06/2021

Started On: 05/06/2021 08:20 AM

Regular Board Meeting

9.B.

Meeting Date: May 19, 2021

Title:

Submitted By: Karla Cantu

Recommended Action: Approve

HCDE Goal(s):

Additional Resource

Facilities/Technology

Personnel:

Approval Needed?:

Information

Posted Agenda Item:

Consider approval of Superintendent's recommendation to award Chapter 21 Contracts for 2021-2022

Chapter 21 Probationary Contracts for campus personnel

- 4 Teachers, ABS East
- 1 Registered Nurse, ABS East
- 1 Principal, ABS East
- 1 Counselor, ABS East
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Chapter 21 Term Contracts for campus personnel

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- 1 Counselor, Fortis Academy
- 1 Registered Nurse, Fortis Academy
- 2 Assistant Principals, Highpoint School East
- 1 Counselor, Highpoint East
- 12 Teachers, Highpoint School East
- 3 Transition Specialists, Highpoint School East
- 1 Registered Nurse, Highpoint School East

Chapter 21 Probationary Contracts for non-campus personnel

- 1 Assistant Superintendent, Administration
- 1 Compliance & Technical Support Officer, Schools
- 1 Instructional Coach, Schools
- 1 Leadership Development Officer, Educator Certification and Advancement
- 1 Manager, Teaching and Learning Center
- 1 Senior Director, Schools

Chapter 21 Term Contracts for non-campus personnel

- 1 Assistant Superintendent, Administration
- 1 Curriculum Compliance Officer, Educator Certification and Advancement

- 1 Director, Educator Certification and Advancement
- 1 Curriculum & Compliance Services Director, Schools
- 1 Curriculum Director, Math, Teaching and Learning Center
- 1 Curriculum Director, ELA, Teaching and Learning Center
- 1 Director, Special Projects, Teaching and Learning Center
- 1 Curriculum Director, Digital Education & Innovation, Teaching and Learning Center

Chapter 21 Probationary Contract Terminations

- 7 Teachers, ABS East
- 4 Teachers, ABS West
- 1 Teacher, Highpoint School East

Subject:

Rationale:

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Karla Cantu
Final Approval Date: 05/05/2021

Started On: 05/05/2021 03:27 PM

Information Items

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Employee Count - April 2021

DIVISION	Full-Time								Part-Time								FT/PT Total
	A	I	O	P	S	T	TS	Total	A	AE	I	O	P	S	TS	Total	
Academic & Behavior School East	4	21	1	3	2	0	20	51	0	0	0	0	0	0	4	4	55
Academic & Behavior School West	3	22	0	2	2	0	22	51	0	0	1	0	0	0	2	3	54
Administration	6	0	0	0	3	0	0	9	0	0	0	0	0	0	0	0	9
Adult Education	10	0	1	0	11	0	0	22	1	180	1	1	0	0	0	183	205
Business Services	9	0	0	0	7	0	0	16	0	0	0	0	0	1	0	1	17
Center For Grants Development	5	0	0	0	1	0	0	6	0	0	0	0	0	0	0	0	6
Center Safe & Secure Schools	4	0	0	0	1	0	0	5	0	0	0	0	0	0	0	0	5
Choice Partners	13	0	0	0	5	0	0	18	0	0	0	0	0	0	0	0	18
Client Engagement	4	0	0	0	1	0	0	5	0	0	0	0	0	0	0	0	5
Communications & Creative Services	2	0	0	0	0	6	0	8	0	0	0	0	0	0	0	0	8
Center For Afterschool, Summer & Enrichment	20	0	0	0	4	0	0	24	2	0	0	0	0	3	0	5	29
Educator Certification & Advancement	4	0	0	0	1	0	0	5	0	0	0	0	0	1	0	1	6
Facilities	6	0	37	0	6	0	0	49	0	0	0	0	0	0	0	0	49
Fortis Academy	1	1	0	2	1	0	4	9	0	0	0	0	0	0	1	1	10
Head Start	80	122	28	0	12	0	0	242	2	0	3	0	0	2	0	7	249
Highpoint East	3	3	0	2	3	0	20	31	0	0	1	0	0	0	1	2	33
Human Resources	7	0	0	0	3	0	0	10	0	0	0	0	0	1	0	1	11
Information Technology Services	0	0	0	0	1	23	0	24	0	0	0	0	0	0	0	0	24
Purchasing Support	3	0	0	0	3	0	0	6	0	0	0	0	0	0	0	0	6
Records Management	2	0	7	0	4	0	0	13	0	0	0	0	0	0	0	0	13
Research & Evaluation	7	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0	8
School-Based Therapy Services	1	0	0	91	26	0	0	118	0	0	0	0	40	4	0	44	162
Schools	3	0	0	1	2	0	0	6	0	0	0	1	0	0	2	3	9
Teaching & Learning Center	6	0	0	0	2	0	0	8	0	0	0	0	0	1	0	1	9
Total	203	169	74	101	102	29	66	744	5	180	6	2	40	13	10	256	1,000

A = Administration
 AE = Adult Education
 I = Instructional Support
 O = Operations Support
 P = Professional Support
 S = Administrative Support
 T = Technology
 TS = Teachers

Meeting Date: May 19, 2021

Regular Board Meeting

11.C.

Meeting Date: May 19, 2021

Title:

Submitted For: Gayla Rawlinson, Center for Grants Development

Submitted By: Illiana Gonzalez

Additional Resource

Personnel:

Information

Posted Agenda Item:

Submission of a grant proposal to Dollar General Literacy Foundation via the Education Foundation of Harris County in the amount of \$3,939.33 for all four schools in the Schools Division. Requested funds will cover expenses to purchase instructional materials, classroom library sets and 111 books and novels.

Subject:

Education Foundation of Harris County; Grant Proposal; Dollar General Literacy Foundation; Schools Division

Rationale:

Center for Grants Development worked with the Schools Division to prepare and submit a grant proposal to Dollar General Literacy Foundation via the Education Foundation of Harris County for the Schools Division’s Adventures in Reading (SD-AiR) program. The SD-AiR Program will serve 260 students in its four schools – ABS-East, ABS-West, Highpoint School and Fortis Academy.

Requested funds of \$3,939.33 will cover all four schools’ expenses to purchase instructional materials, classroom library sets and 111 books and novels. Instruction consists of the use of effective literacy practices for pre-readers and below level readers focusing on early language and literacy development, scaffolding, shaping, connecting to prior knowledge, constructing meaning and practice and reading comprehension.

The expected outcome is that all students will show measurable growth in their literacy skills based on their developmental/cognitive levels and abilities. Students at ABS – East and West schools have intellectual and developmental disabilities, Autism, emotional disturbances, etc.; therefore, growth occurs in smaller increments over time and requires individual measurement. Seventy-five percent of students will increase reading fluency and comprehension by at least a half a grade by the end of a full academic year. Ninety percent of non-readers will listen and react to voices and music, pay attention to distinct and similar sounds in language, know some alphabet sounds and understand that words in print go from left to right and have meanings.

For middle and high school students at Highpoint and Fortis Academy, the goals for teachers are different than above; a few of them follow: 1) use guided and independent reading to promote students’ reading skills; as specified in the Texas Essential Knowledge and Skills; 2) select and use strategies and materials that address the diversity of student needs; 3) teach students how to apply skills and strategies for reading various types of types of texts for a variety of purposes; 4) foster social interaction (e.g., discussion among students reading at similar or different levels) to enhance students’ reading comprehension and 5) guide students to increase knowledge of cultures through reading. In doing so, 75% of these students will improve their vocabulary, analytical thinking skills, focus and concentration during the school year by reading novels independently/in small groups.

Regular Board Meeting

11.D.

Meeting Date: May 19, 2021

Title:

Submitted For: Gayla Rawlinson, Center for Grants Development

Submitted By: Illiana Gonzalez

Additional Resource

Personnel:

Information

Posted Agenda Item:

Submission of grant application in the amount of \$7,020 to Bank of Texas/Bank of Oklahoma Financial via Education Foundation of Harris County to support Head Start’s REAL SuperMENTors Read program , which focuses on literacy skills. Requested funds will serve 195 students.

Subject:

Grant proposal; Head Start; Bank of Texas/Bank of Oklahoma Financial

Rationale:

Center for Grants Development assisted Head Start to submit a grant request of \$7,020 from Bank of Texas/Bank of Oklahoma Financial via Education Foundation of Harris County. Requested funds will purchase 195 Scholastic Inc. book sets to support Head Start’s REAL SuperMENTors Read program, which promotes literacy skills and a love of reading in young children. Through the program, male volunteers visit Head Start campuses once a month to read a book aloud to the students.

Attachments

No file(s) attached.

Form Review

Form Started By: Illiana Gonzalez
Final Approval Date: 04/26/2021

Started On: 04/23/2021 01:21 PM

Regular Board Meeting

11.E.

Meeting Date: May 19, 2021

Title:

Submitted For: Gayla Rawlinson, Center for Grants Development

Submitted By: Illiana Gonzalez

Additional Resource

Personnel:

Information

Posted Agenda Item:

Submission of two \$4,700 micro-grant requests totaling \$9,400 to Educators of America to purchase two 3D printers to enhance student engagement and achievement at Academic and Behavior School West and Highpoint School East. A total of 138 students will benefit from this project in 2021.

Subject:

Schools Division, Education Technology; two \$4,700 micro-grant requests; Educators of America

Rationale:

Center for Grants Development assisted the Schools Division by writing and submitting two \$4,700 micro-grant requests totaling \$9,400 to Educators of America to purchase two 3D printers to enhance student engagement and achievement at Academic and Behavior School West and Highpoint School East. A total of 138 students will benefit from this project in 2021.

Attachments

No file(s) attached.

Form Review

Form Started By: Illiana Gonzalez
Final Approval Date: 04/27/2021

Started On: 04/26/2021 02:48 PM