

AIA® Document A101® – 2017

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

AGREEMENT made as of the 25th day of February in the year 2026

(Paragraph deleted)

BETWEEN the Owner:

(Name, legal status, address and other information)

Gregory-Portland Independent School District
1200 Broadway Blvd.
Portland, TX 78374
Phone: 361-777-1091

and the Contractor:

(Name, legal status, address and other information)

Barcom Construction, Inc.

1146 Heinsohn Rd.
Corpus Christi, TX 78406
Phone: 361-851-1000

for the following Project:

(Name, location and detailed description)

Gregory-Portland ISD East Cliff Elementary Playground

1140 W. Broadway Blvd
Portland, TX 78374

The Architect:

(Name, legal status, address and other information)

LaMarr Womack & Associates, LP
711 N. Carancahua St., Ste. 404
Corpus Christi, TX 78401
Phone: 361-884-7442

The Owner and Contractor 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.

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

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results indicated by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 *Reserved.*

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

(Check one of the following boxes and complete the necessary information.)

Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work as established in the Notice to Proceed.

By the following date:

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

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

§ 3.4 Unless otherwise provided, Contractor shall achieve final completion of the entire Work ("Final Completion") not later than thirty (30) days from Substantial Completion, subject to the adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Two Hundred Ninety-Three Thousand Dollars (\$ 2,293,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: None.

(Table deleted)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Contingency Allowance	\$75,000.00
Landscape Allowance	\$25,000.00
Playground equipment at W.C. Andrews Elementary School	\$300,000.00
Playground Equipment at Stephen F. Austin Elementary School	\$300,000.00

§ 4.4 Unit prices, if any: None.

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

(Table deleted)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements with third parties contingent upon the Contractor's achieving Substantial Completion of the Work within

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the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or achieve the Substantial Completion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure including, but not limited to, costs for extended architectural and engineering services; additional project management and inspection costs; extended site supervision and security expenses; temporary facilities and safety measures; increased administrative and staffing costs; disruption to educational programming and student activities; costs associated with alternate recreational accommodations; extended insurance and risk management expenses; seasonal and scheduling impacts; public communication and stakeholder management costs; and other damages that are impracticable or extremely difficult to ascertain with certainty at the time of contracting. Therefore, the Owner and the Contractor agree that if the Contractor fails to achieve Substantial Completion by the date specified in Section 3.3, subject to extensions as provided in the Contract Documents including, without limitation, the provision of Section 8.3.1 of AIA Document A201, the Owner shall be entitled to retain or recover from Contractor liquidated damages in the amounts set forth below:

Liquidated damages shall be assessed to the Contractor at the rate of Five Hundred Dollars (\$500.00) per calendar day that actual substantial completion exceeds the Contract Time.

Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

Notwithstanding anything to the contrary, if the Owner is unable to recovery any portion of liquidated damages in accordance with the provisions of Section 4.5, above, because any portion is found to be unenforceable or invalid as a penalty or otherwise, then the Owner shall be entitled to recover from the Contractor all of Owner's actual damages in connection with any failure by Contractor to achieve Substantial Completion of the Work within the Contract Time.

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall not be modified or revised without the prior written consent of the Owner and the Contractor in each instance.

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% retainage

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None.

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 Not used.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the Contractor has fully complied with the requirements in Article 9 of the General Conditions;

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the *(Paragraphs deleted)* minimum rate permitted by law, in accordance with Texas Government Code Chapter 2251.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

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

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction with proper venue being the county where the Project is located.
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Dr. Michelle Cavazos, Superintendent of Schools
Gregory-Portland Independent School District
1200 Broadway Blvd.
Portland, TX 78374
Phone: 361-777-1091
Email: mcavazos@g-pisd.org

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

Mike Douglas, General Manager
Barcom Construction, Inc.
1146 Heinsohn Rd.
Corpus Christi, TX 78406

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 The Owner is an organization exempt from Texas taxes. Owner shall not be responsible for sales, consumer, use, and similar taxes on labor, materials, equipment, systems, and other items purchased or used by Contractor for the project which the Owner would ordinarily be exempt.

§ 8.7.2 *Reserved.*

§ 8.7.3 Any provision in the Contract Documents to the contrary notwithstanding, if any of the facilities to be constructed or modified under this Agreement or the Contract require the issuance of a Certificate of Occupancy or other regulatory approval, then Substantial Completion of any such facilities shall not be deemed to have been attained for those facilities prior to the date on which an unconditional Certificate of Occupancy or other regulatory approval is obtained.

§ 8.7.4 If the project will be used or occupied by the Owner or members of the public, the Contractor shall be responsible for maintaining safe routes of travel from sidewalks and parking areas to the building, and shall reroute access as necessary to maintain safe access during construction at no additional cost beyond the agreed contract amount.

§ 8.7.5 No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a waiver of any immunity or consent to suit.

§ 8.7.6 The Owner's competitive procurement solicitation documents/packet and the response of the Contractor to same are incorporated herein by reference as if copied verbatim. The Contractor agrees to comply with all requirements incorporated or included in the competitive procurement solicitation documents/packet by the Owner.

§ 8.7.7 The Contractor shall record the progress of the Project. On a monthly basis, or as otherwise agreed to by the Owner, the Contractor shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Contractor shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress and accomplished, Subcontractors working on the site, number of workers on site, identification of equipment on site, problems that might affect the progress of the work, accidents, injuries, and other information required by the Owner. The log shall be available to the Owner and Architect at any time during work hours and shall be presented for discussion at the project progress meetings.

§ 8.7.8 Certifications Regarding Boycott of Israel and Regarding Terrorist Organizations. 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 Architect 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 an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

§ 8.7.9 The Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If the Contractor misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

§ 8.7.10 Certification Regarding Prohibition Against Discrimination Against Firearms & Ammunition Industries. If (a) the Contractor is not a sole proprietorship; (b) the Contractor has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that the Contractor is not a sole-source provider or the governmental entity has not received any bids from an Contractor that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the Contractor hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, the decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

§ 8.7.11 Certification Regarding Prohibition Against Boycotting Certain Energy Companies. If (a) the Contractor is not a sole proprietorship; (b) the Contractor has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply;

otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the Contractor hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with Contractor because the Contractor (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with Contractor described by paragraph (a). See TEX. GOV'T CODE § 809.001(1).

§ 8.7.12 If the Contractor 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 Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Contractor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the 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 Contractor 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 Contractor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Owner.

§ 8.7.13 Owner is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Contractor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Owner for product warranty and support purposes. The Contractor certifies that neither it nor its parent company nor any affiliate of the Contractor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

§ 8.7.14 Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. The Contractor certifies that it does not have such an affiliation or contractual relationship.

§ 8.7.15 Relationship of the Parties. It is understood and agreed that the Contractor is an independent contractor and neither the Contractor, nor any employees, volunteers, or agents contracted by the Contractor shall be deemed for any purposes to be employees, volunteers, or agents of the Owner. The Contractor shall assume full responsibility for the action of such employees, volunteers, or agents contracted by the Contractor.

§ 8.7.16 Registered Sex Offender Restrictions. The Contractor agrees that no employee of the Contractor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. The Contractor agrees that a violation of this condition shall be considered a material breach.

§ 8.7.17 Funding. This Agreement entered between the Parties is subject to the budgeting and appropriation of then

currently available funds by the governing board of the Owner for this Agreement's purpose.

§ 8.7.18 Conflict of Interest Form CIQ. The Contractor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by the Contractor hereunder if the Contractor: (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a local government officer of our local governmental entity; (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute. The Contractor confirms that it has no reportable conflict of interest or has disclosed those conflicts through the "Conflict of Interest Questionnaire - Form CIQ."

§ 8.7.19 Unless Contractor has previously delivered to the Owner a Certificate of Interested Parties Form 1295 relative to this Agreement, Contractor hereby represents and warrants that it is a publicly traded business entity (as described in Section 2252.908(c)(4), Texas Government Code) or a wholly owned subsidiary of a publicly traded business entity and, therefore, Contractor is not required to deliver such Form related to this Agreement. Otherwise, the Contractor agrees to submit a Certificate of Interested Parties Form 1295 relative to this Agreement.

§ 8.7.20 Criminal History Record Checks. Unless otherwise exempt from providing such information by any provision in the Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute, on all of Contractor's employees, independent contractors, agents, or Contractor's subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties and shall reimburse the Owner for the costs and expenses associated with obtaining the criminal history information. For purposes of this Section, a person does not have the opportunity for direct contact with students if:

- .1 The public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);
- .2 For a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
- .3 For a public work that involves an existing Instructional Facility:
 - (a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
 - (b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

Any covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, the Contractor will exclude that person from assignment to the Project. The Contractor understands that it will not have access to the results of such criminal history records check, based on

statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether Covered Employee must be excluded from the Project.

By executing this Agreement, Contractor certifies to the Owner that either: (1) The Contractor and its Subcontractors of every tier, do not have any Covered employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in this Section, and that it:

- .1 Has requested or will request a Criminal History Records Check through the District on all Covered Employees, if any, has provided the required information to the District to do so, and reimbursed the District for the same;
- .2 Has obtained or will obtain written certification from its independent contractors and Subcontractors that they have provided the required information to the Contractor necessary to secure the information from the District and reimbursed the Contractor for the same; and
- .3 Will exclude any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, the Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, the Contractor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. The Contractor understands that any failure to comply with the requirements of this Section may be grounds for termination of this Agreement in accordance with termination terms included herein.

§ 8.7.21 Authorization of Agreement. Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

§ 8.7.22 Texas Business and Commerce Code § 272. Pursuant to Texas Business and Commerce Code § 272, which prohibits a construction contract, or agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, the Contractor understands and agrees such provisions are voidable by a party obligated by the contract or agreement to perform the work.

§ 8.7.23 Texas Education Code, Section 44.034. Texas Education Code, Section 44.034, states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." By submitting its proposal, Contractor certifies that either: (1) My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or; (2) My firm is not owned nor operated by anyone who has been convicted of a felony. Otherwise, notification under this section is required by the Contractor prior to execution of the Contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 CSP #2526-05 East Cliff Elementary Playground Improvements
- .5 Drawings See Exhibit B, Index of Drawings
- .6 Specifications See Exhibit C, Table of Contents

(Paragraph deleted)

- .7 Addenda, if any:

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User Notes:

(1481527861)

Number	Date	Pages
1	2/5/2026	13
2	2/11/2026	2
3	2/16/2026	3

(Paragraphs deleted)

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

.8 Other Exhibits:

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

(Paragraphs deleted)

Supplementary and other Conditions of the Contract.

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

.9 Other documents, if any, listed below:


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

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

mccavaz
Michelle Cavazos (Mar 17, 2026 21:44:17 CDT)

OWNER (Signature)

Dr. Michelle Cavazos, Superintendent of Schools
Gregory-Portland Independent School District
(Printed name and title)



CONTRACTOR (Signature)

Mike Douglas, General Manager
Barcom Construction, Inc.
(Printed name and title)

init.
MD /

Additions and Deletions Report for AIA® Document A101® – 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.

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PAGE 1

AGREEMENT made as of the 25th day of February in the year 2026
(In words, indicate day, month and year.)

...

Gregory-Portland Independent School District
1200 Broadway Blvd.
Portland, TX 78374
Phone: 361-777-1091

...

Barcom Construction, Inc.
1146 Heinsohn Rd.
Corpus Christi, TX 78406
Phone: 361-851-1000

...

Gregory-Portland ISD East Cliff Elementary Playground
1140 W. Broadway Blvd
Portland, TX 78374

...

LaMarr Womack & Associates, LP
711 N. Carancahua St., Ste. 404
Corpus Christi, TX 78401
Phone: 361-884-7442

PAGE 2

~~The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.~~ § 2.1 The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results indicated by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 Reserved.

...

[] — [] The date of this Agreement.

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

Established as follows:

PAGE 3

Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work-Work as established in the Notice to Proceed.

By the following date:

...

§ 3.4 Unless otherwise provided, Contractor shall achieve final completion of the entire Work ("Final Completion") not later than thirty (30) days from Substantial Completion, subject to the adjustments of this Contract Time as provided in the Contract Documents.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Two Hundred Ninety-Three Thousand Dollars (\$ 2,293,000.00), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.1 Alternates, if any, included in the Contract Sum: None.

<u>Item</u>	<u>Price</u>
<u>Contingency Allowance</u>	<u>\$75,000.00</u>
<u>Landscape Allowance</u>	<u>\$25,000.00</u>
<u>Playground equipment at W.C. Andrews</u>	<u>\$300,000.00</u>
<u>Elementary School</u>	
<u>Playground Equipment at Stephen F.</u>	<u>\$300,000.00</u>
<u>Austin Elementary School</u>	

...

§ 4.4 Unit prices, if any: None.

...

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>

...

The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements with third parties contingent upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or achieve the Substantial Completion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure including, but not limited to, costs for extended architectural and engineering services; additional project management and inspection costs; extended site supervision and security expenses; temporary facilities and safety measures; increased administrative and staffing costs; disruption to educational programming and student activities; costs associated with alternate recreational accommodations; extended insurance and risk management expenses; seasonal and scheduling impacts; public

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communication and stakeholder management costs; and other damages that are impracticable or extremely difficult to ascertain with certainty at the time of contracting. Therefore, the Owner and the Contractor agree that if the Contractor fails to achieve Substantial Completion by the date specified in Section 3.3, subject to extensions as provided in the Contract Documents including, without limitation, the provision of Section 8.3.1 of AIA Document A201, the Owner shall be entitled to retain or recover from Contractor liquidated damages in the amounts set forth below:

Liquidated damages shall be assessed to the Contractor at the rate of Five Hundred Dollars (\$500.00) per calendar day that actual substantial completion exceeds the Contract Time.

Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

Notwithstanding anything to the contrary, if the Owner is unable to recovery any portion of liquidated damages in accordance with the provisions of Section 4.5, above, because any portion is found to be unenforceable or invalid as a penalty or otherwise, then the Owner shall be entitled to recover from the Contractor all of Owner's actual damages in connection with any failure by Contractor to achieve Substantial Completion of the Work within the Contract Time.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

...

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall not be modified or revised without the prior written consent of the Owner and the Contractor in each instance.

PAGE 5

5% retainage

...

Not applicable.

...

None.

...

~~§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.~~ Not used.

PAGE 6

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by ~~the Architect~~ the Architect; and
- .3 the Contractor has fully complied with the requirements in Article 9 of the General Conditions;

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

~~—%—~~ minimum rate permitted by law, in accordance with Texas Government Code Chapter 2251.

...

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction with proper venue being the county where the Project is located.

Other (Specify)

PAGE 7

Dr. Michelle Cavazos, Superintendent of Schools
Gregory-Portland Independent School District
1200 Broadway Blvd.
Portland, TX 78374
Phone: 361-777-1091
Email: mcavazos@g-pisd.org

...

Mike Douglas, General Manager
Barcom Construction, Inc.
1146 Heinsohn Rd.
Corpus Christi, TX 78406

...

§ 8.7.1 The Owner is an organization exempt from Texas taxes. Owner shall not be responsible for sales, consumer, use, and similar taxes on labor, materials, equipment, systems, and other items purchased or used by Contractor for the project which the Owner would ordinarily be exempt.

§ 8.7.2 Reserved.

§ 8.7.3 Any provision in the Contract Documents to the contrary notwithstanding, if any of the facilities to be constructed or modified under this Agreement or the Contract require the issuance of a Certificate of Occupancy or other regulatory approval, then Substantial Completion of any such facilities shall not be deemed to have been attained for those facilities prior to the date on which an unconditional Certificate of Occupancy or other regulatory approval is obtained.

§ 8.7.4 If the project will be used or occupied by the Owner or members of the public, the Contractor shall be responsible for maintaining safe routes of travel from sidewalks and parking areas to the building, and shall reroute access as necessary to maintain safe access during construction at no additional cost beyond the agreed contract amount.

§ 8.7.5 No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a waiver of any immunity or consent to suit.

§ 8.7.6 The Owner's competitive procurement solicitation documents/packet and the response of the Contractor to same are incorporated herein by reference as if copied verbatim. The Contractor agrees to comply with all requirements incorporated or included in the competitive procurement solicitation documents/packet by the Owner.

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User Notes:

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§ 8.7.7 The Contractor shall record the progress of the Project. On a monthly basis, or as otherwise agreed to by the Owner, the Contractor shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Contractor shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress and accomplished, Subcontractors working on the site, number of workers on site, identification of equipment on site, problems that might affect the progress of the work, accidents, injuries, and other information required by the Owner. The log shall be available to the Owner and Architect at any time during work hours and shall be presented for discussion at the project progress meetings.

§ 8.7.8 Certifications Regarding Boycott of Israel and Regarding Terrorist Organizations. 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 Architect 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 an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

§ 8.7.9 The Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If the Contractor misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

§ 8.7.10 Certification Regarding Prohibition Against Discrimination Against Firearms & Ammunition Industries. If (a) the Contractor is not a sole proprietorship; (b) the Contractor has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that the Contractor is not a sole-source provider or the governmental entity has not received any bids from an Contractor that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the Contractor hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, the decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

§ 8.7.11 Certification Regarding Prohibition Against Boycotting Certain Energy Companies. If (a) the Contractor is not a sole proprietorship; (b) the Contractor has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the Contractor hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy

companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with Contractor because the Contractor (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with Contractor described by paragraph (a). See TEX. GOV'T CODE § 809.001(1).

§ 8.7.12 If the Contractor 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 Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Contractor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the 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 Contractor 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 Contractor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Owner.

§ 8.7.13 Owner is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Contractor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Owner for product warranty and support purposes. The Contractor certifies that neither it nor its parent company nor any affiliate of the Contractor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

§ 8.7.14 Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. The Contractor certifies that it does not have such an affiliation or contractual relationship.

§ 8.7.15 Relationship of the Parties. It is understood and agreed that the Contractor is an independent contractor and neither the Contractor, nor any employees, volunteers, or agents contracted by the Contractor shall be deemed for any purposes to be employees, volunteers, or agents of the Owner. The Contractor shall assume full responsibility for the action of such employees, volunteers, or agents contracted by the Contractor.

§ 8.7.16 Registered Sex Offender Restrictions. The Contractor agrees that no employee of the Contractor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. The Contractor agrees that a violation of this condition shall be considered a material breach.

§ 8.7.17 Funding. This Agreement entered between the Parties is subject to the budgeting and appropriation of then currently available funds by the governing board of the Owner for this Agreement's purpose.

§ 8.7.18 Conflict of Interest Form CIQ. The Contractor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by the Contractor hereunder if the Contractor: (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a local government officer of our local governmental entity; (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute. The Contractor confirms that it has no reportable conflict of interest or has disclosed those conflicts through the "Conflict of Interest Questionnaire - Form CIQ."

§ 8.7.19 Unless Contractor has previously delivered to the Owner a Certificate of Interested Parties Form 1295 relative to this Agreement, Contractor hereby represents and warrants that it is a publicly traded business entity (as described in Section 2252.908(c)(4), Texas Government Code) or a wholly owned subsidiary of a publicly traded business entity and, therefore, Contractor is not required to deliver such Form related to this Agreement. Otherwise, the Contractor agrees to submit a Certificate of Interested Parties Form 1295 relative to this Agreement.

§ 8.7.20 Criminal History Record Checks. Unless otherwise exempt from providing such information by any provision in the Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute, on all of Contractor's employees, independent contractors, agents, or Contractor's subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties and shall reimburse the Owner for the costs and expenses associated with obtaining the criminal history information. For purposes of this Section, a person does not have the opportunity for direct contact with students if:

- .1 The public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility");
- .2 For a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
- .3 For a public work that involves an existing Instructional Facility:
 - (a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
 - (b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

Any covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, the Contractor will exclude that person from assignment to the Project. The Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether Covered Employee must be excluded from the Project.

By executing this Agreement, Contractor certifies to the Owner that either: (1) The Contractor and its Subcontractors of every tier, do not have any Covered employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in this Section, and that it:

- .1 Has requested or will request a Criminal History Records Check through the District on all Covered Employees, if any, has provided the required information to the District to do so, and reimbursed the District for the same;
- .2 Has obtained or will obtain written certification from its independent contractors and Subcontractors that they have provided the required information to the Contractor necessary to secure the information from the District and reimbursed the Contractor for the same; and
- .3 Will exclude any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, the Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, the Contractor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. The Contractor understands that any failure to comply with the requirements of this Section may be grounds for termination of this Agreement in accordance with termination terms included herein.

§ 8.7.21 Authorization of Agreement. Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

§ 8.7.22 Texas Business and Commerce Code § 272. Pursuant to Texas Business and Commerce Code § 272, which prohibits a construction contract, or agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, the Contractor understands and agrees such provisions are voidable by a party obligated by the contract or agreement to perform the work.

§ 8.7.23 Texas Education Code, Section 44.034. Texas Education Code, Section 44.034, states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." By submitting its proposal, Contractor certifies that either: (1) My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or; (2) My firm is not owned nor operated by anyone who has been convicted of a felony. Otherwise, notification under this section is required by the Contractor prior to execution of the Contract.

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- ~~.4 Building information modeling exhibit, dated as indicated below: CSP #2526-05 East Cliff Elementary Playground Improvements~~
- ~~(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~⁵
- .5 Drawings See Exhibit B, Index of Drawings
- .6 Specifications See Exhibit C, Table of Contents

~~.5 Drawings.~~⁷ Addenda, if any:

Number	Title	Date	Date	Pages
<u>1</u>	<u>2/5/2026</u>	<u>13</u>		
<u>2</u>	<u>2/11/2026</u>	<u>2</u>		
<u>3</u>	<u>2/16/2026</u>	<u>3</u>		

~~.6~~ Specifications

Section	Title	Date	Pages
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~~.7~~ Addenda, if any:

Number	Date	Pages
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~~[]~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

~~[]~~ The Sustainability Plan:

Title	Date	Pages
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~~[]~~ Supplementary and other Conditions of the Contract:

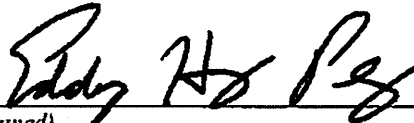
...

Dr. Michelle Cavazos, Superintendent of Schools
Gregory-Portland Independent School District


Mike Douglas, General Manager
Barcom Construction, Inc.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

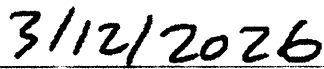
I, Eddy H. Perez, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:31:49 on 03/12/2026 under Order No. 20240042588 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)