



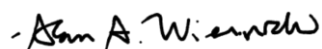
EL PASO  
INDEPENDENT  
SCHOOL DISTRICT

# **EPISD Facilities & Construction Manual**

September 2020

The El Paso Independent School District policies utilized in the development of this Manual are as follows:  
CH (Legal); CH (Local), CV (Legal), CV (Local), CVA (Legal), CVB (Legal), CVC (Legal), CVD (Legal) and CF (Legal).

This Facilities & Construction Manual was formally adopted by the District Leadership Team on November 6, 2018 and updated on August 13, 2019, September 24, 2019, November 12, 2019, January 14, 2020, May 12, 2020, May 12, 2020, June 2, 2020, and September 22, 2020.



---

*Alan Wiernicki, Chief Quality Officer*

# Table of Contents

SECTION I.....	3
INTRODUCTION.....	3
1.1 Purpose of Manual.....	3
1.2 Department Mission, Goals and Objectives.....	3
1.3 Responsibilities.....	4
1.4 Compliance.....	5
1.5 Organizational Structure.....	6
1.6 Statement of Consequence.....	6
SECTION II.....	7
FACILITIES & CONSTRUCTION AUTHORITY.....	7
2.1 Delegation Authority.....	7
2.2 Delegation of Authority by the Superintendent.....	7
2.3 Waiver of Administrative Procurement Requirements.....	7
SECTION III.....	8
GENERAL GUIDELINES.....	8
3.1 Donation/Disbursement Vouchers.....	8
3.2 Alcoholic Beverage Applications for Locations Near Schools.....	9
3.3 Solid Waste Management and Recycling.....	10
3.4 Indoor Air Quality Allergy and Asthma Triggers.....	11
3.5 EPISD Construction Management Procedures Manual.....	12
3.6 EPISD Salvaged Material.....	12
SECTION IV.....	14
PROJECT REQUEST.....	14
SECTION V.....	15
PROFESSIONAL ADDITIONAL SERVICES CHANGE REQUESTS.....	15
SECTION VI.....	16
GENERAL CONTRACTOR CHANGE ORDERS.....	16
6.1 Change Orders That Increase Contract Sum.....	16
6.2 Change Orders That Increase Contract Time.....	17
6.3 Change Order Reconciliation Process.....	18
SECTION VII.....	19
2016 BOND PROGRAM.....	19
APPENDIX.....	24
Exhibit A.....	24
Exhibit B.....	25
Exhibit C.....	26
Exhibit D.....	27
Exhibit E.....	28
Exhibit F.....	29
Exhibit G.....	30
Exhibit H.....	31
Exhibit I.....	35
REFERENCES.....	36

# Facilities and Construction Manual

Building Strong Supports  
Initiative #1 – Tiered System of Support  
“Alignment of District Resources to provide school support”.  
-----EPISD 2020 Plan

## SECTION I INTRODUCTION

This Facilities & Construction Manual (hereafter referred to as “**the Manual**”) is a composite of Facilities & Construction procedures and processes that adhere to local, state, and federal laws. Nothing contained within this Facilities & Construction Manual should be construed by the users to amend, modify, override or nullify the applicability of local, state, and federal laws and governing policies of the El Paso Independent School District (hereafter referred to as “**the District**” or “**EPISD**”).

The processes and procedures established by this Manual are intended to further clarify the applicable procurement requirements but are not intended, and should not be construed to create any right or benefit, substantive or procedural, enforceable by a party against the District or their officers or employees, except to the extent expressly provided within the Manual.

### 1.1 Purpose of Manual

The purpose of this Manual is to detail the Facilities & Construction processes and to establish uniform procedures for the project design and construction which are consistent with the policies of the District and federal, state and local laws. This Manual is designed to provide guidance to District employees and departments in requesting construction or contracted service requests and will be used to acquaint customers with the Facilities & Construction policies and procedures.

The procedures and guidelines are not intended to restrict the effectiveness of the individuals involved in Facilities & Construction activities, but to provide a foundation for effective, consistent and satisfactory results which in turn will facilitate positive, professional relationship between the District and customers who wish to do business with the Facilities & Construction.

The policies, procedures and practices contained in this Manual should not be read to conflict with the District Policy Manual, state law, or other applicable law. If there is any conflict, state law, the District Policy Manual supersedes the provisions of this Manual.

This Manual is strictly a policy and procedures document to be used as an administrative guide for District staff and customers to promote efficient and effective Facilities & Construction processes within the bounds of federal, state, and local laws. No part of this document creates or is intended to create a private right of legal action for any customer, consultant, or any other person or entity, or is intended to make any customer, consultant, or any other person or entity a third-party beneficiary.

The policies and procedures contained in this Manual apply to design and construction services and any other Facilities & Construction activities required by EPISD.

### 1.2 Department Mission, Goals and Objectives

#### A. Mission Statement

The mission of the Facilities & Construction is to deliver first class customer service in the process of ensuring that our buildings are safe, comfortable, and healthy for our students, teachers, staff, and visitors while helping to inspire academic excellence at EPISD.

## B. Goals

Following are the primary goals for the Facilities & Construction:

- To provide high quality customer service to our EPISD customers.
- To manage projects with the highest professionalism and highest industry standards.
- To be prudent managers of District and taxpayer resources.
- To be imaginative and innovative when designing and developing projects.

## C. Objectives

Following are the primary objectives for the Facilities & Construction:

- To insure that modifications to facilities are up to code and in compliance.
- To provide safe and comfortable learning and working environments.
- To ensure that projects are delivered on time and within budget.
- To respond in a timely and courteous manner to all inquiries, requests, and concerns.

## 1.3 Responsibilities

The Department is responsible for managing and processing construction projects, which includes new construction or renovations for the District. Staff ensures that all District departments are informed of Facilities & Construction policies and procedures, aware of the type of services the department provides, fulfills requests from campuses/departments in a timely and professional manner, and manages projects utilizing best practices and the highest industry standards.

The following outlines the responsibilities of administration and key staff, including the Executive Director, Director, Coordinators and Project Managers.

Responsibilities of the Executive Director for Facilities and Construction (EDFC):

- Manages the District's bond program in accordance with public approval.
- Manages the long-term planning activities of the District including the development of a long-term facilities plan.
- Supervises all functions of the department and is responsible for providing professional services to District campuses and departments in the most cost effective and timely manner.
- Develops and implements procedures, which assure compliance with the District Policy and any other federal or state laws that may apply.
- Ensures there is sufficient budget to cover the cost of projects.
- Explores methods for improving the planning process by developing plans and programs that are new and innovative.

Responsibilities of the Director:

- Coordinates and oversees construction projects for the District.
- Assists in selection and procurement of professional services to be used for planning, and executes anticipated and emergency construction, and contracted repair service projects; makes recommendations to the Board.
- Reviews construction documents, schedules, and cost estimates for proposed construction and renovation work designed and prepared by private consulting design professionals.
- Prepares, reviews, processes, and submits contracts to the Executive Director.
- Directs special assignments issued to the department.
- Coordinates with Research and Evaluation in identifying long-range requirements for school growth, construction, and land acquisition.
- Maintains safety standards in conformance with federal, state, and insurance regulations; and develops a program of safety awareness.
- Consults with city, county, state, and federal officials to ensure conformity with codes and ordinances regulating district construction projects.

#### Responsibilities of the Coordinators:

- Assists with planning key committee meetings, to include: tracking, monitoring and follow-up on progress of projects and action items that emanate from these meetings.
- Collects, prepares, and distributes appropriate briefing materials; initiates subsequent follow up meetings and communication for key stakeholders, as directed.
- Issues recommendations for discussion at key management meetings while coordinating with internal and external stakeholders.
- Participates in various meetings and activities related to the bond and any other major initiatives.
- Gathers data and conducts data analysis in consultation with clients and other users to provide information to the Executive Director regarding problems affecting the District's facilities.

#### Responsibilities of the Project Managers:

- Acts as project manager on construction projects, as assigned.
- Prepares drawings, specifications, and contract documents for small-scale projects, as assigned.
- Compiles data and assembles statistics required of interoffice and school departments for engineering and construction projects.
- Inspects school sites and buildings to determine existing conditions for remodeling and renovation projects.
- Prepares cost estimates for projects.
- Coordinates construction projects with architects and engineers.
- Reviews plans and specifications submitted by architects and engineers for compliance with District standards and educational specifications on specific projects.
- Evaluates and recommends scope of work for new or remodeled facility related improvements.
- Provides technical assistance to the Maintenance Department regarding facility issues.
- Assists in establishing standards for school construction.

### **1.4 Compliance**

It is the policy of the District to conduct design and construction projects in accordance with applicable federal, state, and local laws. Staff responsible for any aspects of the project shall comply with the rules described in the aforementioned laws and aspire to the highest ethical standards and business practices.

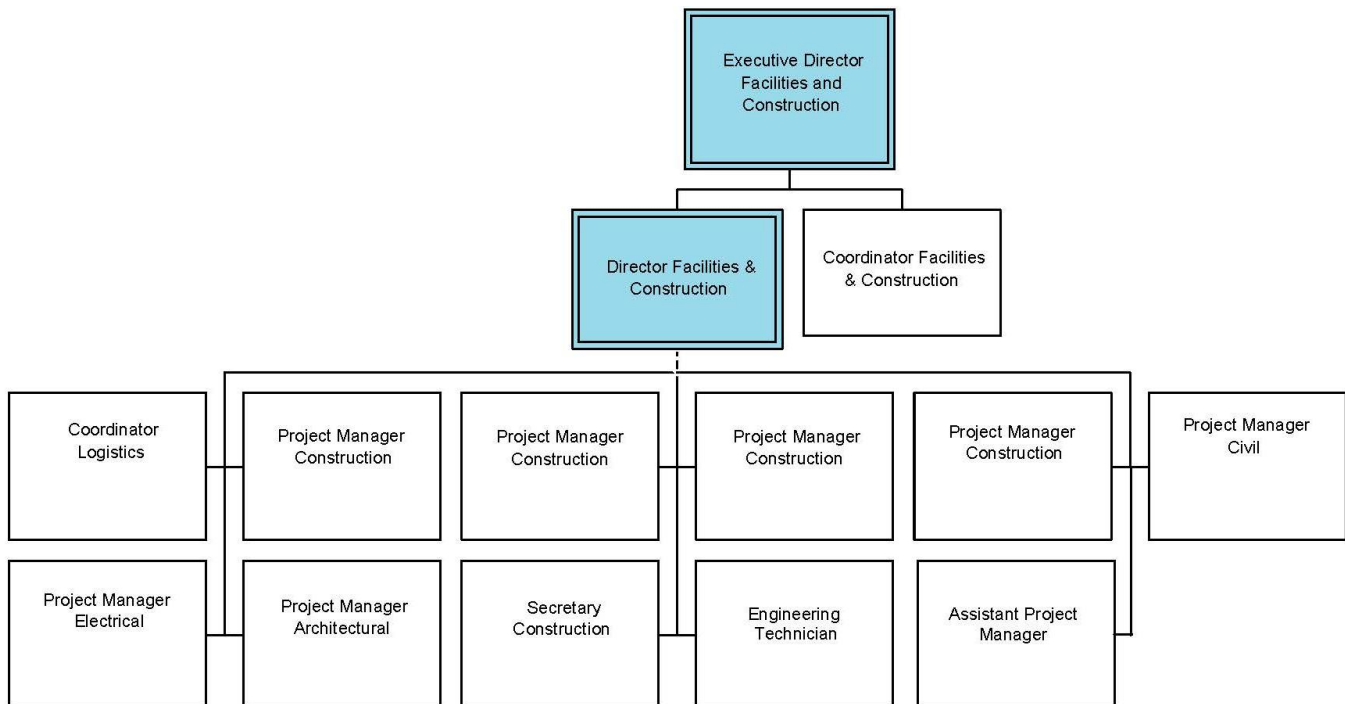
The Facilities and Construction Office staff is responsible for managing all project documents and ensuring that payment is made in compliance with Financial Services procedures. Project Managers must ensure that payment applications and invoices are processed in compliance with such procedures.

Generally, potential issues with the Facilities and Construction Office may involve delays on the project, and scheduling, price/cost, and customer service issues. Resolving problems with the Facilities and Construction Office should be resolved by mutual agreement at the department level in an effort to avoid disputes being escalated by either the user department or the contractor/consultant.

If there are any questions or concerns relative to either the policies or procedures, or the ability of the employee to comply with the requirements of the procedures, then it is responsibility of the employee to bring such matters of concern either to the attention of their immediate supervisor or the Facilities and Construction Office for assistance.

### 1.5 Organizational Structure

The following chart depicts the overall organizational structure of Facilities and Construction. Contact the Facilities and Construction Office for the most updated list.



### 1.6 Statement of Consequence

Failure to follow procedures outlined in this manual may result in disciplinary action against the employee up to and including termination.

## **SECTION II**

### **FACILITIES & CONSTRUCTION AUTHORITY**

#### **2.1 Delegation Authority**

The Superintendent and/or EPISD Board of Trustees is responsible for adopting appropriate policies for the District. The Board does not have the responsibility for adopting these administrative Facilities & Construction policies delineated herein. The Superintendent is responsible for these administrative policies and ensuring that they are in compliance with all District Board Adopted policies as well as all applicable laws.

#### **2.2 Delegation of Authority by the Superintendent**

Approval of projects (design/construction) valued below \$100,000 fall to the Executive Director Planning and Innovative Schools Construction and Director of Facilities & Construction. Projects above \$100,000 in the aggregate, shall be recommended to the Board for approval. [See CV (LOCAL)]

#### **2.3 Waiver of Administrative Procurement Requirements**

Any waiver of the Facilities & Construction administrative policies and procedures contained in this Manual can only be waived by the Superintendent and the Chief Quality Officer. The Facilities & Construction and/or requesting department shall submit their business case and/or compelling reason through a written memorandum or electronic communication in support of a waiver to the Chief Quality Officer for review and consideration; and the Chief Quality Officer shall evaluate the justification and make a determination and advise the department accordingly.



## SECTION III GENERAL GUIDELINES

### 3.1 Donation/Disbursement Vouchers

Requests for approval to make improvements to buildings, grounds, facilities, and equipment installations such as playground equipment, marquee installations, etc., must be submitted for review and approval, early in the process, to accommodate the school's anticipated completion schedules.

The following must be submitted to Facilities and Construction for review and authorization prior to the beginning of any work or the expenditure of funds:

- Donation Approval Request Form (Exhibit A);
- Disbursement Voucher for Purchases from School Funds, if applicable (Exhibit B);
- Information on equipment manufacture/contractor installer
- Plans and specifications:
  - site plan showing equipment location and layouts;
  - equipment plans that detail erection and installation;
  - foundation and anchoring detail drawings, foundation and structural details bearing engineer's seal;
  - other details including electrical connections, surface treatments, etc., as required;
  - building permits where required by city ordinance; and
- Construction Related Activities Volunteer Agreement signed by each worker if work is not contracted to outside sources (Exhibit C)
- Contractor's Insurance Certificate with EPISD listed as coinsured (Exhibit D-Sample):
  - bodily injury and property damage (see contractor minimum insurance requirements);
  - worker's compensation; and
  - auto liability (see contractor minimum insurance requirements)
- Proposed construction schedule
- Approved Donation or Disbursement Approval Request Forms submitted to Facilities and Construction after all conditions are met for approval.

Upon receipt of approved Donation or Disbursement Approval Voucher by Campus Accounting Department, the work may proceed.

#### A. Contractor Minimum Insurance Requirements

Liability Insurance - The contractor shall purchase and maintain the following insurance to protect the contractor and the District from claims set forth below that may arise out of or result from the contractor's activities under the contract, whether such activities be by contractor, any subcontractor, or anyone directly or indirectly employed by any of those listed, or by anyone for whose acts, make any of them liable.

- Claims under workers' compensation, disability benefit, and other similar employee benefit acts: such insurance shall include claims under the Workers' Compensation Law and Texas Employer's Liability coverage in the following amounts - bodily injury by accident (\$500,000 each accident), bodily injury by disease (\$500,000 policy limit), and bodily injury by disease (\$500,000 each employee).
- Claims for damages because of bodily injury, sickness or disease, death, and property damage: such insurance shall provide coverage on an occurrence basis in the minimum amount of \$1,000,000 for each occurrence and a general aggregate per job site, for both bodily injury and property damage combined, and shall include the following coverages.
  - premises and operations coverage with X, C, and U exclusions deleted, if applicable;
  - owners and contractors protective coverage;
  - broad form property damage coverage, including completed operations;
  - blanket contractual coverage;

- personal and advertising injury coverage; and
- endorsement naming EPISD as an additional insured.
- Business auto liability in the amount of \$1,000,000 combined single limit for bodily injury and/or property damage liability, including owned autos, hired or borrowed autos, and non-owned autos.
- Contractor shall maintain all of the foregoing insurance coverage in force throughout the period of contract performance.

**B. Certificate of Insurance and Other Requirements**

- Notwithstanding any other provisions in the contract, certificates of insurance acceptable to the District for insurance shall be filed with the District prior to the contractor's mobilization. The certificate shall bear an original signature of an authorized representative of the insurer; facsimile or mechanically reproduced signatures are not acceptable.
- All insurance policies must be issued by acceptable companies licensed to do business in Texas. Such acceptable companies shall be represented by a duly authorized local agent having offices in El Paso, Texas.
- Each insurance policy shall contain an endorsement affording 10 days prior written notice to the District of cancellation or material change in coverage, and an endorsement providing that such insurance as is afforded under contractor's policy is primary insurance as respects District and that any other insurance maintained by the District is excess and noncontributing with the insurance required hereunder.
- If the District is damaged by the failure to maintain all required insurance, the contractor shall bear all such damages. The general indemnification granted by the contractor shall not be compromised or limited by the amount of insurance coverage.

**3.2 Alcoholic Beverage Applications for Locations Near Schools**

City ordinance prohibits the sale of alcoholic beverages within 300 feet of a public school unless El Paso City Council grants a variance from this regulation. Thus, an applicant has the burden to go before City Council for variance from this prohibition. In order to grant a variance, City Council must determine that enforcement of the regulation, based on the specific facts;

- is not in the best interests of the public;
- constitutes waste or inefficient use of land or other resources;
- creates an undue hardship on an applicant;
- does not serve its intended purpose;
- is not effective or necessary; or
- if for any other reason City Council, after considering the health, safety, and welfare of the public and the equities of the situation, determines is in the best interests of the community.

The state statute simply requires notice to be given to the District if an application is made within 1,000 feet of a public school. The District then determines the time of the hearing before the El Paso County Judge and must appear before the El Paso County Judge to object to the permit.

**A. Certified Mail Notification**

The City of El Paso has been instructed to mail all notices to the District to the attention of the Facilities and Construction.

Notices of Alcoholic Beverage Applications and/or public hearings received by the District are to be forwarded immediately to the Facilities and Construction.

**B. General Rules for Measurement of Distance**

- The state's 1,000-foot notice parameter is measured from the District's nearest property line to the applicant's closest building entrance where alcoholic beverages will be sold.
- The measurement of the city's 300-foot parameter depends on whether the business selling the alcoholic beverages is a bar or restaurant where alcoholic beverages are sold on site, or whether the alcohol is sold for off-site consumption.
- When alcoholic beverages are sold in sealed containers for off-premises consumption, the 300 feet is measured from the front door of the public school to the front door of the business, along the property line of the street front, and in a direct line across intersections where they occur.
- When alcoholic beverages are sold in a restaurant, bar, private club, or other establishments for consumption on the premises, the measurement is from the nearest property line to the nearest doorway by which the public may enter the business, along street lines and in direct line across intersections where they occur.

By City ordinance, the District does not receive notification if an application is for a site whose distance from the District's property lines is greater than 300 feet but less than 1,000 feet. Only state notification by the applicant is required.

**C. District Response Policy**

- **Applications Within 300 Feet of District Property Line**  
The District will vigorously oppose the application at City Council and County Judge levels. The District will notify the school principal to solicit the immediate vocal support of PTAS, etc.
- **Applications Greater Than 300 Feet but Less Than 1,000 feet**  
Each case is reviewed on its own merit. If "no action" is the option selected, Facilities and Construction will notify the school principal so that parent organizations can be informed and take private action, if deemed necessary.
- All decisions regarding applications will be addressed with 10 working days.

**3.3 Solid Waste Management and Recycling**

**A. Facilities with Compactors**

- No yard waste (i.e. tree limbs, grass clippings, leaves, etc.) shall be placed in the compactor.
- Ceiling tiles are not to be placed in a compactor. A work order should be completed for maintenance to pick up the waste ceiling tiles.
- Maintenance crews are responsible for their own materials or waste. All waste should be taken back to the yard. If maintenance leaves this type of debris (tile, sheetrock, etc.) the Director Maintenance, Buildings, and Grounds, should be contacted immediately.

Those schools not having compactors will follow the above guidelines during the months school is in session. During the summer break, maintenance may use the roll-offs or dumpsters to dispose of waste.

**B. Required Recycling**

All campuses are required to adhere to the following:

- **Cardboard**  
All cardboard items will be recycled. Boxes should be broken down and placed in the recycling dumpster.
- **Textbooks**  
No state issued textbooks will be thrown away. The principal is to contact the Coordinator for Instructional Materials to complete the proper paperwork. Under no circumstances are textbooks to be thrown away or recycled.

- **Workbooks, Manuals, and Paperback Books**  
Workbooks, manuals, and other soft covered books will be recycled via EPISD's Recycling Program. All items will be taken to the recycling dumpster.
- **White Paper, Newspaper, Magazines, Colored Paper, and Junk Mail**  
All paper will be recycled via EPISD's Recycling Program. All items must be taken to the recycling dumpster.
- **Aluminum Cans and Tin Cans**  
Aluminum cans are to be recycled via EPISD's recycling program. Kitchens can now recycle tin/metal cans. Cans should be rinsed clean of any food residue.
- **Plastic (Type I and II)**  
Plastic types I and II (soda bottles, water bottles, milk jugs, etc.) are to be recycled via EPISD's recycling program. Items should be rinsed clean of any residue.
- **Rechargeable Batteries**  
The District is recycling rechargeable batteries. These batteries include: nickel cadmium (Ni-Cd), nickel metal hydride (Ni-Mh), lithium ion (Li-ion), and small sealed lead (Pb). Rechargeable batteries are commonly found in cordless power tools, cellular and cordless phones, laptop computers, digital cameras, two-way radios, camcorders, etc. Look for the battery recycling seals on the battery. These items are to be deposited with the Hazardous Materials Officer at Facilities and Construction. For more detailed information contact the District Hazardous Regulated Materials (HRM) Officer.
- **Scrap Metal**  
Any metal item that cannot be reused will be recycled via the scrap metal recycling program. For assistance with scrap metal, contact the EPISD Maintenance Department.

**C. Disciplinary Action**

Disciplinary action may be taken if these guidelines are not implemented and followed. For questions, contact the Hazardous Regulated Materials (HRM) Officer.

### **3.4 Indoor Air Quality Allergy and Asthma Triggers**

Asthma is the leading cause of school absenteeism due to a chronic illness, accounting for over 10 million missed school days per year. Common asthma triggers, found indoors, include: animal dander, cockroaches, mold, secondhand smoke, and dust mites. Reducing triggers in the classroom can help to minimize asthma related illnesses in students.

**A. Guidelines to Minimize Exposure to Allergy and Asthma Triggers**

- Remove Non-District or personal furniture (i.e., couches, stuffed chairs, fabric-covered bean bags, futons, rocking chairs, shelves, etc.) from classrooms.
- Sleeping bags may be used; however, should be washed weekly. The water should be at least 130° in order to kill dust mites. When not in use, sleeping bags should be stored in a sealed plastic bag.
- Large stuffed animals that cannot be washed should be removed from classrooms. Small, washable stuffed animals need to be kept to a minimum, and should be washed weekly, as noted above.
- Perfume, room deodorizers, talcum powder, and scented candles are examples of asthma triggers and should not be used in occupied classrooms.

**B. Housekeeping to Minimize Exposure to Allergy and Asthma Triggers**

- Windows, blinds, shelves, and light fixtures should be damp wiped at least once a week.

- Carpets must be vacuumed every day with a vacuum that is equipped with a high-efficiency particulate air (HEPA) filter. Carpets trap dust and make dust control difficult, which provides an excellent media for dust mite growth.
- Floors should be damp mopped every day.

### **3.5. EPISD Construction Management Procedures Manual**

Construction of EPISD Capital Programs will be guided by the El Paso Independent School District Construction Management Procedures Manual which is available in the Facilities and Construction Department. This Manual will guide the process EPISD Project Managers will use in managing both new construction and renovation projects funded by various sources.

### **3.6 EPISD Salvage Procedures**

A. During a project's schematic design phase, EPISD Project Manager (PM) will coordinate with other EPISD Departments (Maintenance, Information Technology, Food and Nutrition, Security, Fine Arts, etc.) and campus administration, as applicable, to identify areas and/or buildings for proposed scope of work pertaining to selective demolition or building demolition.

1. Selective Demolition: demolition of limited scope
2. Building Demolition: demolition of entire building or building wing

B. PM will coordinate with respective EPISD departments, to allow departments four (4) weeks to provide Salvage Inventory List of all equipment/items that will be retained. Departments will specify whether salvage list equipment/items are to be salvaged by the owner or the general contractor.

C. EPISD departments shall provide the Salvage Inventory List to the PM, no later than the end of a project's design development phase.

D. The Salvage Inventory List will be issued to the Architect of Record/Design Consultant for implementation in the Construction Document Plan, as specified by each department on the respective Salvage Inventory List.

E. EPISD will perform abatement and removal of asbestos and other hazardous material operations under a separate contract, prior to the start of any demolition operations.

F. EPISD will coordinate salvage of items, including but not limited to: all moveable furniture, computers and miscellaneous appliances; air conditioning units; evaporative coolers or motors; kitchen equipment such as chef tables, proofing cabinets and serving lines; P/A consoles; electric water coolers and drinking fountains; fire and intrusion alarm devices and control panels; doors and locks; lighting fixtures. Items EPISD may wish to salvage with the general contractor's assistance include: building plaques; corner stones and other items with historic significance; and playground equipment.

G. Final construction documents phase plans will include thorough drawings and specifications indicating phases of work, such as: abatement phase, demolition phase, and new construction phase. Phasing should be closely coordinated with the PM and the facility administrator. The final Salvage Inventory List will be incorporated into these construction documents. Anything not included in the Salvage Inventory List is assumed to be the property of the general contractor after the building is turned over for demolition.

H. During construction, EPISD PM shall provide a two (2) week notice to respective EPISD departments for scheduled start of salvage operations.

I. EPISD departments will provide written acknowledgement to PM of completed salvage operations.

## SECTION IV

### PROJECT REQUEST

The Facilities and Construction Department recognizes there is a great need for campus and facility improvements. Therefore, a process has been formulated in which the various requests from staff, principals, administrators, and the public are cataloged, reviewed, prioritized, and recommended for funding on an annual basis.

In order to budget appropriately for the new fiscal year, the deadline to submit requests for consideration is February. Facilities & Construction is requesting that campuses submit requests on the attached Project Request Form (Exhibit F) to Facilities@episd.org. All forms must have the principal's or budget authority's authorization.

Any request submitted during the prior year(s) will need to be resubmitted every year in February, for consideration.

It is important that a detailed description of the request be provided, to include photos and site plans as part of the submission, to assist in making an accurate assessment.

#### 1. Project Selection

Upon receipt of all project requests, the Facilities and Construction Department will compile and review all project requests. The EDFC will determine the feasibility of each project request and assign a preliminary cost to each project request. The EDFC will prepare a list of proposed projects for submittal to the Chief Quality Officer (CQO) given the budget availability for the upcoming fiscal year. The CQO will submit the list of projects to the Superintendent for approval and, if approved by the Superintendent, to the Budget Office for inclusion in the annual budget process. The Board of Trustees will adopt the budget on a fiscal year basis, which will include the list of projects as approved by the Superintendent.

#### 2. Establishing the Budget for a Project

Once funding is secured, the EDFC will assign a project a project number which will be utilized to identify the project throughout its life (i.e. from design to construction phase). A project budget will be assigned to each project based on the preliminary cost estimate used during the budget process.

#### 3. Changes to the Project Budget for Projects Less than \$100,000

Any changes up to 25% to the overall project budget but do not increase the budget more than the \$100,000 will be submitted to the CQO for approval. The CQO will provide a quarterly update for review to the Superintendent of these projects.

#### 4. Changes to the Project Budget for Projects more than \$100,000

Any changes up to 25% to the overall project budget including those that increase the project budget over \$100,000 will be submitted to the CQO for approval. Upon approval, the CQO will submit the *Change Request Form (Exhibit G)* to the Superintendent for approval. The CQO will provide a quarterly update for review to the Superintendent of these projects.

#### 5. Presentation to Board Facilities Committee of Changes to the Project Budget for Projects over \$100,000

The CQO will provide a semi-annual update to the Board Facilities Committee of all projects over \$100,000.

#### 6. Projects utilizing Funds other than General Fund

Projects that utilize other funding besides general fund will be taken to the board when funding is requested; project budgets will follow the process in Steps 2-5.

## SECTION V

### PROFESSIONAL ADDITIONAL SERVICES CHANGE REQUESTS

**The following process must be followed for additional services, reimbursements, or architect contract amendments that are required:**

- The Architect of Record (AOR) will submit a Professional Additional Services Change Request. All proposals must include the reason for changes, cost, schedule of completion, and scope of work (SOW).
- The Project Manager (PM) will review the AOR Professional Additional Services Change Request, provide comments if necessary, and/or approve **within two (2) working days of the request**.
  - If there are any issues or comments, the proposal will be returned to the AOR for revision.
  - If approved, the proposal will be forwarded to the Director or Executive Director Facilities & Construction (DIR/EXDIR) for review.
- The DIR/EXDIR will receive the Professional Additional Services Change Request from the PM, and review, comment, return or approve. If approved, the request will be forwarded to Chief Quality Officer (CQO), **within two (2) working days**.
- Signature Authority
  - The CQO may approve any amount below \$50,000:
    - The PM will submit the change request to the DIR/EXDIR.
    - After the CQO approves the Professional Additional Services Change Request, the PM will scan the entire package containing approved signatures, upload it to the Ownerinsite, and email it to the AOR.
    - The AOR will invoice for additional services, after finalizing.
  - Board approval is required for any amount equal to or over \$50,000:
    - The PM will provide the Executive Summary and entire Board package, with back-up documentation, for submission to the Board. (See sample BOT package and Executive Summary.
    - The PM will forward the package to the Coordinator Facilities & Construction for submission of the Board agenda item.
    - Following Board approval, the PM will provide an Additional Services Letter to the DIR/EXDIR.
    - The PM will scan the entire package containing approval signatures, and upload it to the Ownerinsite.
    - The AOR can invoice for additional services, after finalizing.
- The PM will submit a purchase order change to amend the AOR's contract sum accordingly, **within thirty (30) working days**.



## SECTION VI GENERAL CONTRACTOR CHANGE ORDERS

The following process must be followed for changes in construction work consisting of additions, deletions, or other revisions, contract sum, guaranteed maximum price (GMP), and/or contract timelines:

### 6.1 Change Orders That Increase Contract Sum

- The Architect is to submit a "Request for Proposal" to the General Contractor (GC).

Refer to Article 12.8.1 from CSP and CMAR: "**Within ten (10) working days after the date that the Architect finds cause for additional work**, the Architect shall submit a Proposal Request to the Contractor requesting pricing for the required work, including specific information, drawings, and/or specifications related to the work to be priced."

- The GC is to submit the "Potential Change Order" (PCO) to the Architect for review and approval, in Prolog.

Refer to Article 12.8.2 from the CSP and CMAR contracts: "**Within ten (10) working days**, the Contractor shall provide a detailed labor and material breakdown of the proposed pricing for the work specified in the Proposal Request."

- The Architect shall review the PCO. If there are any issues/comments, the PCO will be returned to the GC for additional information or revisions. If approved, the PCO will be forwarded to the Facilities PM.

Refer to Article 12.8.3 from the CSP and CMAR contracts: "**Within ten (10) working days after its receipt of the Contractor's Cost Proposal**, the Architect shall either forward the Cost Proposal to the Owner's Project Manager with a recommendation for acceptance, or return the Cost Proposal to the Contractor with instructions for further information or action required for acceptance. The Contractor's subsequent response shall be provided to the Architect **in no more than ten (10) working days from its receipt of the Architect's response**."

- The PM will review the PCO for signatures, costs, and all backup documentation; and identify the type of change order (Owner Change Request, Authorities Having Jurisdiction, Errors and Omissions, Unforeseen Conditions). Once completed, the PM will provide a hard copy to the DIR/EXDIR for review and approval, **within two (2) working days**.
  - If there are any issues/comments, the PCO will be returned to the Architect for additional changes/revisions.
  - When completed, the request will be forwarded to the DIR/EXDIR for approval.
- The DIR/EXDIR will review for appropriate backup documentation and signatures. Once completed, the DIR/EXDIR will initial and transmit the package to the DSFO.
- Note: CQO Signature Authority
  - The CQO can approve any value below \$50,000.00. (Refer to Scenario 1).
  - Any value over \$50,000.00 will require Board approval. (Refer to Scenario 2).

#### Scenario 1

If the change order is less than \$50,000.00, the PM will submit it to the CQO for approval.

- After the DIR or EXDIR approves the change order, the PM will scan the entire package containing approved signatures, and upload to Ownerinsite.
- The GC can include the change order amount in the SOV (Schedule of Values).

## Scenario 2

If the change order is \$50,000.00 or greater, the PM will submit it to the Board for approval."  
(Refer to Sample BOT Package)

- The PM will prepare an Executive Summary and send the package to the Coordinator Facilities & Construction (CFC), for submission of the Board agenda item.
  - The CFC is responsible for adding the package to the Board agenda.
  - Following the Board approval, the PM will submit the change order to the DIR/EXDIR for signature.
  - The PM will scan the entire package containing approved signatures and upload it to the Ownerinsite, **within two (2) working days after BOT approval**.
  - The GC can include the change order amount in the SOV.
- The PM will submit a purchase order change to amend the GC contract sum, accordingly.
  - All change order costs shall be reviewed to determine alignment with the general construction agreement requirements. Those not in alignment with the general construction agreement shall be submitted for Board of Trustee approval, clearly identifying the deviation from the requirements.
  - PM shall use the Change Order Review Checklist to ensure completeness before submitting any change order for approval. See Exhibit I.
  - Change Orders generated within the same week will be submitted as one change order, to the extent possible.

## **6.2 Change Orders That Increase Contract Time**

- If the Contractor intends to request a time extension for the requested change in work, any request for an extension in contract time must be justified and presented in adequate detail, including the information required in Paragraphs 8.3.2 or 3.10.1 (at the time of the submittal of the Contractor Proposal to Owner). The General Contractor is to submit the Potential Change Order (PCO) to the Architect for review and approval.

Refer to Article 8.3.2. "Any **claim** for extension of time shall be made in writing to the Architect and the Owner, and shall be acceptably documented, not more than seven (7) calendar days after the commencement of the delay; otherwise it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and shall provide the information required to be maintained by Contractor, pursuant to Sections 3.10.1 .4-3. 10.1.9. Pending resolution of the claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract documents. **No extension of the contract time** shall be granted for any day, unless the Contractor is prevented from work on activities for fifty percent (50%) or more of Contractor's scheduled work."

- The Architect shall review the PCO package that includes the PCO Form, and Time Extension Request. If there are any issues or comments, the PCO package is to be returned to the GC for revisions. If approved, the change order and PCO package will be forwarded to the PM.

The PM will review the CO package for signatures and schedule changes; and ensure all backup is accurate. Time extension requests, for less than thirty days or less than thirty days in aggregate, will be routed to the DIR/EXDIR for approval. Any CO request that contains changes

to contract time, greater than thirty (30) days, or has reached the aggregate of thirty days must be submitted to the Board for approval.

- The PM will prepare an Executive Summary and send the package to the Coordinator Facilities & Construction (CFC) for submission of the Board agenda item.
  - The CFC is responsible for adding the package to the Board agenda.
  - Following Board approval, the PM will submit the change order to DIR/EXDIR for signature.
  - The PM will scan the entire package containing approved signatures and upload it to the Ownerinsite, **within two (2) working days after BOT approval.**

### 6.3 Change Order Reconciliation Process

For every change order that adjusts contract sum and/or time, the following reconciliation process shall be followed.

A Change Order form shall be generated that includes the following information and backup:

- Project Name and number
- Contractor name and address
- Detailed scope of work to be performed to include any requested time extensions
- Amount of change order with detailed backup documentation
- Detailed proposals from sub-contractors performing services on the change order
- Updated contract values
- Recommendation letter from the Architect or Engineer of record

Architect or Engineer of record should provide an analysis of the change order to include:

- Review and assessment of the scope of work
- Concurrence that the work should be performed as a single component package
- Concurrence that any additional days requested are warranted and appropriate for the scope of work to be performed
- Conformance of the change order materials with the original project scope of work
- Concurrence that the price quoted for the scope of work is warranted and appropriate for the scope of work
- Review of all backup documentation for conformance with contractual standards

Project Manager shall review all documentation prepared and reviewed by the Architect or Engineer of Record and either concur with the analysis or reject it and request revisions in order to approve.

**The process of change order reconciliation shall be done for every change order before it is submitted for approval. All change orders shall be reviewed for reconciliation prior to presenting to the Board of Trustees any request to release retainage.**

## **SECTION VII**

### **2016 BOND PROGRAM**

A \$668.8 million bond proposal aimed at modernizing and right-sizing the El Paso Independent School District was approved by voters on November 8, 2016. The Bond will help EPISD create 21st Century Learning Environments throughout the District to help facilitate the modern, future-ready teaching and learning techniques that are the focus of instruction in our schools. The Bond also will consolidate schools into modern facilities that will help create a more sustainable inventory of campuses in EPISD. Other areas of focus for the Bond include investments in athletic facilities, school buses, instructional technology, and safety and security measures.

The Board of Trustees (BOT) has committed to completing all Bond projects within five years. The projects will be reviewed by the 20-member Citizens Bond Advisory Committee (CBAC) that will meet frequently on behalf of the public to guarantee transparency and accountability. The public also will have unprecedented overview on the Bond's progress through a series of interactive tools that will show the status of individual projects during construction.

#### **A. District Management of 2016 Bond Program**

The Facilities and Construction Department is in charge of the overall management of the 2016 Bond Program. In order to manage the program, the District hired Jacobs Engineering as the program managers over the major construction projects. The District will directly manage one construction project and oversee the other projects including athletic facilities, school buses, instructional technology, and safety and security measures. A 2016 Bond Program Update will be provided to the BOT, typically at the regularly scheduled Board Facilities Committee meetings.

The Department is responsible for the following:

- approval of construction contracts and/or change orders;
- allocation of construction budgets based on amounts awarded/allotted to program/project;
- approval of construction plans and schedules;
- approval of the District's maintenance plan;
- establishment of priorities and order of construction for the bond projects;
- selection of architects, engineers, construction managers, project managers, and such other professional service firms;
- approval of the design for each project including exterior materials, paint color, interior finishes and site plan;
- selection of any other consultants, as are necessary, to review/implement the 2016 Bond projects;
- setting or approving schedules of design and construction activities;
- any other activity necessary to complete the bond program.

#### **B. Program and Project Contingency**

In order to minimize the risk of exceeding the overall 2016 Bond Program budget and manage unforeseen issues that may arise in such a large bond program, the District staff recommended setting aside 5% of the 16 projects being managed by Jacobs Engineering into a separate 2016 *Bond Program Contingency* account. This account represents \$29,985,386.00, or 5% of \$599,707,739.

A separate *project contingency* amount is identified in each project, reflecting 3% to 5% of the total project's budget. This amount varies given the complexity and size of the project. Changes to the project contingency budget, or any line item within the project's budget, are recommended by the Executive Director of Facilities and Construction and approved by the Chief Quality Officer (CQO).

C. Use of Interest Earnings Generated from 2016 Bond Fund Proceeds

Bond fund proceeds will be invested in accordance with the District's Investment Policy. These interest earnings will be dedicated for use by the District for administrative expenses related to the 2016 Bond Program. Administrative expenses include payroll expenses for employees assigned to the bond program, moving expenses, lease expenses related to temporary relocations of students and/or staff as a result of construction projects, community engagement expenses related to the 2016 Bond Program, legal fees related to bond program management and/or projects, consultant expenses for program-wide related matters and any other expenses that are administrative in nature but 100% related to the 2016 Bond Program.

Interest funds may also be used to augment bond projects, however, any use of interest funds for anything other than administrative expenses will require approval by the BOT.

D. Citizen's Bond Advisory Committee (CBAC)

The CBAC was established by the BOT as an ad hoc advisory body of the district. The CBAC is responsible to, reports to, and serves at the will of, the Trustees and the Superintendent. CBAC recommendations are advisory only. The BOT retain sole decision-making authority. A CBAC Charter was adopted by the BOT on January 17, 2017. This charter (Exhibit H) governs the activities of the CBAC. The CBAC also adopted the *CBAC Reference Guide* as a tool to guide the committee in its work as outlined in the charter.

The Superintendent designates the Deputy Superintendent for Finance & Operations (DSFO) as the coordinator of the CBAC. The DSFO shall appoint up to three (3) District employees to serve as support to the CBAC. One of the appointees is the Executive Director of Facilities and Construction.

The CBAC shall be available to assist the District and DSFO in communicating information to the public, and in gathering and assessing public input. Typically, the CBAC meets on a bi-monthly basis. Meeting minutes will be taken by District staff and approved by the Secretary and Chair of the CBAC. To the extent possible, the CBAC will have an opportunity to review and comment on major changes in Bond-funded activities, allocations, and projects prior to final action by the BOT. The BOT will determine the threshold for what a major change entails based on a dollar amount or percentage of the Bond funds. If requested by a majority of the CBAC, the Chair shall present any comments regarding major changes to bond-funded allocations and projects at the next regularly scheduled BOT meeting.

E. Major Changes to Bond Program

Any major changes to the bond program will first be presented to the Board Facilities Committee and then submitted to the full BOT, typically at a regularly scheduled BOT meeting. In addition and to the extent possible, major changes will be presented to the CBAC for review and input.

A major change is defined as **any** use of the Program Contingency Account, as well as the use of any interest funds for anything other than administrative uses as defined in Section 3.5 C.

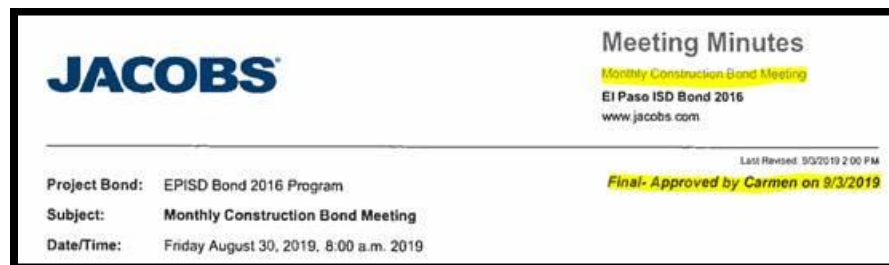
Example: If a project needs additional funding for construction, District staff may propose the use of Program Contingency funds, first to the Board Facilities Committee, and then to the BOT\*. Typically, the recommendation for additional funding is made at the time that the contract is being recommended to the BOT at a regularly scheduled meeting. The Administration's recommendation will be included in the Executive Summary page that supports each BOT item. Upon approval by the BOT, the District will allocate approved funding through a budget transfer and move the funds from the Program Contingency account to the project's budget.

\*If timing allows, the recommendation will go to the CBAC prior to the BOT consideration. If timing does not permit such presentation, the change will be presented at the next available CBAC meeting.

F. Documentation of Critical Activities

1. **For the Construction Team Meeting (last Thursday of each month):**

- a. Jacobs will prepare the agenda and the monthly reports (pay apps report, change orders report, construction summary report, financial management workbook/or budget sheets and schedule update) to be reviewed and discussed in the meeting (reports include critical activities, updates, etc.).
- b. Jacobs will provide meeting minutes to the Chief Quality Officer (CQO) for review and approval via email within 48-72 hours after the meeting.
- c. Upon the CQO's approval via email, Jacobs will compile the package that includes: transmittal signed by Jacobs Program Deputy Director, or designee, meeting minutes noted as "final and approved by the CQO (signed and dated), with all reports listed in 1.a. above). A hard copy will be submitted to the CQO for information "as memorandum" and the package will also be sent via email to all necessary parties involved to be shared with the EPISD departments as applicable.
- d. Final monthly package/ memo will be uploaded to SharePoint by Jacobs for record.
- e. An example of the Meeting Minutes, prepared by Jacobs, is as follows:



2. **For the Bond Weekly Update Meeting (every Thursday of each month with the exception of last Thursdays)**

- a. Jacobs will prepare the Agenda for the Bond Weekly Update Meeting.
- b. After the meeting, Jacobs will provide meeting minutes via email within 48-72 hours to the CQO for review and approval.
- c. After the CQO's approval, Jacobs will add a note to the minutes "Final – Approved by CQO, and specify date approved.
- e. Final approved minutes will be distributed to the following: CQO, Executive Director for Facilities and Construction, Project Manager for Real Estate, Chief Quality Officer, Chief Information Officer, and Jacobs team, as appropriate. The CQO and Director of

Facilities and Construction will distribute, as necessary, to the EPISD departments that need to be informed

- f. Final weekly meeting minutes will be uploaded to SharePoint by Jacobs for record.

#### G. Vendor/Contractor Performance Evaluation (Contracts over \$10 million)

In accordance with the EPISD Procurement Manual, all contracts over \$10 million may have a unique Vendor/Contractor Performance Evaluation (PE) performed at regular intervals or as called for in a specific contract. The contractor for the 2016 Bond Program is over the \$10 million threshold and a unique Vendor/Contractor Performance Evaluation should be prepared to evaluate the performance of the contractor.

Steps to follow in the PE process:

1. The Facilities and Construction Department, in conjunction with the Procurement Services Department, will develop a comprehensive and formal performance review document to evaluate the 2016 Bond Program Manager.
2. The Chief Quality Officer (CQO) will lead the performance evaluation process and will be in charge of summarizing results from the individual PE's into one overall performance rating for the year. The CQO will be responsible for distributing the results to key stakeholders and will be in charge of monitoring any Corrective Action Plan (CAP) activities that result from the PE.
3. Key stakeholders will be identified with the two departments in consultation with the Chief Quality Officer. Key stakeholders are those individuals with direct and significant involvement of the projects for the review period being evaluated. At a minimum, the following key stakeholders should be included:
  - a. the CQO
  - b. the Executive Director of Facilities and Construction
  - c. a campus principal for a key project
4. The PE will be completed at the end of each calendar year, beginning with the calendar year ending December 31, 2019 until the end of the contract. The first evaluation period will cover the beginning of the contract year, February 2017 through December 2019.
5. The PE will define the basic performance criteria mentioned in the contract.
6. To the extent possible, the PE instrument should include S.M.A.R.T. (specific, measured, attainable, relevant, and timely) criteria based on facts, figures, or other measurable criteria, which is less subjective and arbitrary in nature. The PE instrument may be modified, as necessary, during each of the evaluation periods. These reviews will be used as "progress reports" of the vendor with the intent to recognize (i) exceptional performance, (ii) correct deficient performance, and/or (iii) address non-compliant areas identified in action plans on a timelier basis.
7. In those areas identified as "Needs Improvement" or "Unsatisfactory", a correction action plan should be developed as part of each performance review conducted. The District should use these plan(s) to document and communicate to the vendor those areas identified as non-compliant and/or needing improvement.
8. In the event of an overall unsatisfactory PE (i.e. continuous non-compliance), the District will follow the Procurement Services Department's vendor performance reporting process. This is included in Section 12.7 of the Procurement Services Department's Manual.
9. No later than thirty (30) days after the PE has been completed, the CQO will provide a copy of the performance review to appropriate key 2016 Bond Program stakeholders, to include the Superintendent and Cabinet. Upon approval by the Superintendent, a

copy will be provided to the CBAC chair and membership as well as Board of Trustees. A copy will also be filed with the vendor file at the Procurement and School Resources Department.

#### H. Bond Website

As part of the overall EPISD.org website, a BOND website will be maintained that contains critical information about the bond program. This website is designed to assure the public full transparency and provide frequent updates on the status of the bond program. It is located at:

<https://www.episd.org/episdbond2016>



## APPENDIX Exhibit A



EL PASO  
INDEPENDENT  
SCHOOL DISTRICT  
*Financial Services*

### Donation Approval Request

Date of Request: \_\_\_\_\_ School/Dept: \_\_\_\_\_

On behalf of EPISD, I am asking that you approve the acceptance of the following:

Description of Item(s)	Quantity	Total Value

Purpose of donation: \_\_\_\_\_

Donor or Donor Organization: \_\_\_\_\_

Check One: ☐ Non-Monetary Donation

☐ This donation will be recorded in the school's general fund.

*The District will retain authority to determine best use of donation consistent with Federal or State law, Board Policy, and District or campus regulations.*

☐ This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in nature.

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

Account Number: \_\_\_\_\_

Sponsors Signature \_\_\_\_\_ Date \_\_\_\_\_

Donation has been received and is pending approval ☐ Yes If yes, office receipt # \_\_\_\_\_

☐ No

By signing below, I understand that any property, monetary or otherwise, donated (and accepted) to the District becomes sole property of the District and cannot be returned to the donor. It is the intent of the District to honor any donor designation or purpose, however, in the event that the purpose no longer exists or changes, or the club/team for which the donation is designated for is no longer in existence, the District will record the donation in the campus or District's general fund, at the sole discretion of the Superintendent or Deputy Superintendent for Finance and Operations. Donations made to the District or a campus general fund are generally tax deductible, however, donor should check with their tax advisor for the donation's tax status when donating to the specific club/team or to the District.

Requester's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Principal/Department Head

Acceptance Approval \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Superintendent

If additional approvals are required, please forward to:

Technology Services \_\_\_\_\_ Date \_\_\_\_\_  
ALL Computer Related Items TS Authority

Operations \_\_\_\_\_ Date \_\_\_\_\_  
Bldg./grounds modifications/improvements Maintenance & Operations Authority

Fine Arts (Instruments) \_\_\_\_\_ Date \_\_\_\_\_  
Fine Arts Authority

After all approvals: Copy to Property Control  
Copy to Campus Accounting  
Original to Campus

May 2018

**Exhibit B**

EL PASO  
INDEPENDENT  
SCHOOL DISTRICT

El Paso Independent School District  
**Disbursement Voucher**  
For Purchases from School Funds

Check # \_\_\_\_\_

Authorization # \_\_\_\_\_

Will check be written to Employee for Reimbursement? ☐ YES ☐ NO

Vendor (Company) \_\_\_\_\_

Campus \_\_\_\_\_

Vendor Address \_\_\_\_\_

Purpose \_\_\_\_\_

Vendor Phone # \_\_\_\_\_

Vendor Fax # \_\_\_\_\_

Date Check needed \_\_\_\_\_

**LIST ITEMS TO BE PURCHASED**

Account #/Name	Quantity	Description of items	Unit Price	Extended Price
		SHIPPING AND HANDLING		
TOTAL				

Attach list if more space is needed

Requester \_\_\_\_\_  
Date \_\_\_\_\_Principal's Approval \_\_\_\_\_  
Date \_\_\_\_\_

If the CAM requires additional approvals the financial clerk will document this by filling in the shaded areas:

{ Department \_\_\_\_\_  
Date \_\_\_\_\_{ Department \_\_\_\_\_  
Date \_\_\_\_\_Area Superintendent \_\_\_\_\_  
Date \_\_\_\_\_**Additional forms attached:**☐ Trip Request ☐ Contract ☐ Other (specify) \_\_\_\_\_

Comments: \_\_\_\_\_

Reviewed by: Financial Clerk \_\_\_\_\_  
Date \_\_\_\_\_Received by: Accountant \_\_\_\_\_  
Date \_\_\_\_\_

Revised:

**Section 9**

## Exhibit C



EL PASO  
INDEPENDENT  
SCHOOL DISTRICT  
Facilities & Construction

### **CONSTRUCTION-RELATED ACTIVITIES VOLUNTEER AGREEMENT**

This Construction-Related Activities Volunteer Agreement ("Agreement") by EL PASO INDEPENDENT SCHOOL DISTRICT (the "District") and \_\_\_\_\_

\_\_\_\_\_, ("Volunteer").

1. Volunteer has agreed to serve as a direct service volunteer for the District on District premises, at school-sponsored or school-related activities, performing construction activities on or across school property as follows:

Volunteer Services: \_\_\_\_\_

Location: \_\_\_\_\_

1. In performing such construction-related volunteer services, Volunteer acknowledges and agrees that:

- a. Volunteer will perform its volunteer services in a reasonable and prudent manner.
- b. Volunteer shall not receive compensation of any nature for performance of Volunteer's Services.

c. Volunteer hereby releases the District, its officers, directors, trustees, agents, employees and other representatives (collectively, the "District Parties") from any and all claims, causes of action, suits, demands, actions, expenses, compensation, damages, medical expenses, costs, fees, lost income, personal injuries, pain and suffering, mental anguish, or loss of any kind, foreseen or unforeseen which Volunteer may hereafter accrue as a result of Volunteer's performance of his/her volunteer services. **THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER THE LOSS IN QUESTION ARISES IN PART FROM ANY NEGLIGENT ACT OR OMISSION OF A DISTRICT PARTY OR, FROM STRICT LIABILITY OF ANY SUCH DISTRICT PARTY OR OTHERWISE.**

d. Volunteer agrees to indemnify and hold the District Parties harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorneys' fees for the defense of such claims and demands (collectively, "Loss"), arising out of or attributed directly or indirectly, to the operation, conduct or management of Volunteer's business on the Property, Volunteer's use of the Property, of any covenant or condition hereof or from the use or occupancy of the school property by Volunteer or from any act, omission or neglect of Volunteer, Volunteer's agents, servants, employees, contractors, licensees, customers or invitees or from any other cause whatsoever. **THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE LOSS IN QUESTION ARISES IN PART FROM ANY NEGLIGENT ACT OR OMISSION OF A DISTRICT PARTY OR, FROM STRICT LIABILITY OF ANY SUCH DISTRICT PARTY OR OTHERWISE.** In case of any action or proceeding brought against a District Party by reason of any such claim, Volunteer, upon notice from the District, agrees to defend the action or proceeding by counsel acceptable to the District;

e. Volunteer agrees to comply with all facility rules and regulations and any other restrictions as may be imposed by the District and its employees with respect to the Volunteer's services.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Volunteer:

\_\_\_\_\_

# Exhibit D - Sample

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05-01-2013		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<b>PRODUCER:</b>  ABC Insurance Company 12345 Street City, State 79901			<b>CONTACT:</b> NAME: Agency Contact PHONE: (A/C No. Ext) 515-555-5555 FAX: (A/C. Ext) 515-555-5555 EMAIL: ADDRESS:			
<b>INSURED:</b>  Insured Name Address City, State 79901			INSURER(S) AFFORDING COVERAGE INSURER A: HUK Insurance Company INSURER B: 1234 Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGE(S):		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, BY ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE REQUIRED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. COVERAGE MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSURER	TYPE OF COVERAGE	AUTO INSURANCE	SUB ROGATION	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXPI DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	123456789	05-01-2013	05-01-2014 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence) MED EXP (Any one person) PERSONAL & ADWJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG
	GENERAL AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	123456789	05-01-2013	05-01-2014 COMBINED SINGLE LIMIT (Ex accident) BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION	<input type="checkbox"/>	<input type="checkbox"/>			
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY  ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WC297456789	05-01-2013	05-01-2014 <input checked="" type="checkbox"/> WC STATUTORY LIMIT <input type="checkbox"/> OTHER CL EACH ACCIDENT CL DISEASE-CA EMPLOYEE CL DISEASE-POLICY LIMIT
<p>DESCRIPTION OF OPERATION/LOCATION/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required) Certificate Holder is listed as an Additional Insured on the General Liability with respect to liability arising out of your ongoing operations for that insured per the attached endorsement form CG2410 (or equivalent). Certificate Holders listed as an Additional Insured on the Auto Policy with respect to their legal liability per the attached endorsement form CG2403 (or equivalent). The General Liability, Auto Liability and Workers Compensation include a Waiver of Subrogation in favor of the Certificate Holder per the following endorsement form CG2404, CA2399, and WC4203 (or equivalent). (If policies need to be endorsed to have any of these endorsements added to the policies please include documentation that a request has been made to the insurance company or a copy of the endorsement needs to be included.) Job Name or Project Number:</p>						
<b>CERTIFICATE HOLDER:</b> <input type="checkbox"/> Paid Independent School District 6501 Dooling Pasa, Texas 79625				<b>CANCELLATION:</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE OPERATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE		



## Exhibit E



EL PASO  
INDEPENDENT  
SCHOOL DISTRICT  
Facilities & Construction

### Playground / Canopy Donation Requests Checklist

Resource Person: Joel Olivas

1. ☐ Donation Request Form or Disbursement Voucher Form
  - a) If equipment is purchased directly by the Parent Teacher Association, a Donation Request Form must be submitted by the school and signed by the Principal and Associate Superintendent of that Division. **(Only one quote is required)**.
  - b) If equipment is purchased by the school or purchased by the PTA through the school; a Disbursement Voucher Form must be submitted by the school and signed by the Principal and Associate Superintendent of that Division. **(Three quotes are required in this case)**
2. ☐ Building Permits & Structural Design
  - a) A Building Permit and Structural Design (drawing(s) sealed & signed by a Professional Engineer licensed to practice in the state of Texas) **are required** if the equipment is any of the following: *Canopies, Pavilions and any type of Shade Structure.*
  - b) A Building Permit and Structural Design (drawing(s) sealed & signed by a Professional Engineer licensed to practice in the state of Texas) **are not required** if the equipment is any of the following: *Playgrounds, Benches, Landscape*
3. ☐ Verify that the contractor submits the manufacturer's information along with a Warranty Statement.
4. ☐ Request Plans and Specifications from the contractor
  - a) ☐ Site Plan Showing exact location of the equipment.
  - b) ☐ Equipment plans showing details of erection and installation.
  - c) ☐ Foundation and anchoring detail drawings
  - d) ☐ Other appropriate data such as maintenance manuals, etc.

**If Playground Equipment, please add the following:**

  1. ☐ Border Installation to contain the approved loose fill material.
  2. ☐ 12" of approved loose fill material.
  3. ☐ Playground IPEMA Certified
  4. ☐ 6' Fall Zone
  5. ☐ Audit from a certified inspector to be included
5. ☐ If installation is done by a contractor, the contractor must submit a Certificate of Insurance to the El Paso District in compliance with **Administrators Reference Guide- FACILITIES, EXHIBIT D** requirements.
  - a) ☐ Scan Certificate of Insurance to Erika Siciliano
  - b) ☐ Document will be emailed to Jim (Jim\_Brundage@wellsfargois.com) and Cristy Urquidi (Cristy\_urquidi@wellsfargois.com)
  - c) ☐ Response/Comments will be forward to the appropriate manager.

If the work will be performed by volunteers, the school must submit a **VOLUNTEER AGREEMENT** form per person.
6. ☐ Check the Proposed Construction Schedule with appropriate personnel and verify the construction will not impact school activities.
7. ☐ Submit a work order to the maintenance department to locate possible utilities on project area.
8. ☐ Complete set of documents to be submitted for approval of the Director of Facilities & Construction.
9. ☐ Make copies of the approved documents and forward them to the Campus Accounting Department.

## Exhibit F



EL PASO  
INDEPENDENT  
SCHOOL DISTRICT  
*Facilities & Construction*

**PRINT**

**SUBMIT COMPLETED FORM TO  
Facilities & Construction  
Questions Contact 230-2280**

### PROJECT REQUEST FORM

☐

Original Request

☐

Revised Request

Campus/Department: \_\_\_\_\_

Requestor's Name: \_\_\_\_\_

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

Contact No.: \_\_\_\_\_

Email: \_\_\_\_\_

Provide detailed description of work being requested

Site/Floor Plan Attached ☐

Photos ☐

☐

Health/Safety

☐

ADA Accessibility

☐

Heating/Cooling

☐

Admin. Area

☐

Educational Classroom

☐

Grounds/Exterior

☐

Other \_\_\_\_\_

Will request require relocation of students/staff:

☐

Yes

☐

No

Will portable buildings be needed:

☐

Yes

☐

No

**FUNDING SOURCE**

☐

School/Dept. Funds

☐

Donation

☐

Grant

☐

Request Facilities  
funding

Date Grant's Council Apprvd: \_\_\_\_\_

**APPROVAL BY CAMPUS/DEPARTMENT ADMINISTRATOR**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**SUBMIT COMPLETED FORM TO [Facilities@episd.org](mailto:Facilities@episd.org)  
QUESTIONS CONTACT 230-2280**

**For Facilities Use Only**

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

Ranking: \_\_\_\_\_

Budget/Est. Cost: \$ \_\_\_\_\_

Assigned PM: \_\_\_\_\_

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

Authorization Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acquisition & Construction  
(199.81) ☐

M&O Facilities  
(199.51) ☐

Not Funded ☐

Possible Future  
Funding ☐

Returned to Requestor: \_\_\_\_\_ Date Returned: \_\_\_\_\_

No funding Avail ☐

☐ Additional Information Requested: \_\_\_\_\_

## Exhibit G



### EPISD - Facilities and Construction CHANGE REQUEST FORM

No. # Date: #

Project Name: PROJECT #  
EPISD Project #

Change Initiated by: ☐ EPISD  
☐ Architect/Engineer

IMPACT	
<input type="checkbox"/>	Scope
<input type="checkbox"/>	Schedule
<input type="checkbox"/>	Budget

PROJECT PHASE	
<input type="checkbox"/>	Programming
<input type="checkbox"/>	Schematic Design
<input type="checkbox"/>	Design Development
<input type="checkbox"/>	Construction Documents

Description of the Change: (Provide back-up Documentation)			
Justification:			
Attachments:			
Estimated CCL Impact:		Estimated Design Fee Impact:	
Estimated Schedule Impact (Calendar days):		Funding Source:	
Current CD Completion date:		Proposed CD Completion date:	
Decision Date Recommended:			

By signing this document, each individual below indicates an understanding of the direct, and indirect, impact(s) of the above change to the project budget and schedule.

Architect/Engineer	_____	_____	_____
	Print Name	Signature	Date
Project Mgr.	_____	_____	_____
	Print Name	Signature	Date
Program Mgr. (as applicable)	_____	_____	_____
	Print Name	Signature	Date
EPISD Management	_____	_____	_____
	Print Name	Signature	Date
EPISD Superintendent (if required)	_____	_____	_____
	Print Name	Signature	Date

**Exhibit H**  
**Voter Compact (4 Pages)**

A RESOLUTION expressing the Board's intent with respect to the use of proceeds of bonds to be issued following approval of the voters of the District, establishment of a bond accountability committee and other related matters

WHEREAS, the Board of Trustees (the "Board") of the El Paso Independent School District located in El Paso County, Texas (the "District") has called an election to be held on November 8, 2016 (the "Election") to authorize the issuance of \$668,695,577 of unlimited tax school building bonds (the "Bonds"); and

WHEREAS, at public meetings and presentations in connection with the Election, there have been various public discussions of the District's plans for its facilities and the construction projects currently anticipated to be financed with Bond proceeds in the event the District voters approve the Bonds in the Election; and

WHEREAS, the Board would like to establish its current intention to use funds from any issuance of the Bonds for certain projects; and

WHEREAS, the Board hereby finds and determines that this action is in the best interests of the citizens of the District; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE EL PASO INDEPENDENT SCHOOL DISTRICT:

SECTION 1: The Board covenants and pledges to the voters of the District that the District will issue the Bonds, if approved by the voters, in one or more series, in accordance with applicable requirements of law, for the construction, renovation, demolition, and equipment of school buildings and school facilities in the District, including technology improvements, safety and security improvements, school reconstruction, renovations to existing facilities and athletic facilities improvements; the purchase of necessary sites for school buildings; and the purchase of new school buses (collectively, the "2016 Bond Projects"). The 2016 Bond Projects shall include:

- (i) turf replacement for all traditional high schools;
- (ii) track and tennis courts improvements for various high schools;
- (iii) athletic court/field lighting for school facilities;
- (iv) playgrounds, shading, court renovations (outdoor learning environment) for various elementary schools;
- (v) perimeter security (fencing/lighting/sensors) for various school facilities;
- (vi) technology improvements, including student and teacher computers, Wi-Fi and network infrastructure;
- (vii) regular and special needs buses;



(viii) improvements to existing school facilities and/or construction of a new school to allow for the rebuilding, renovation and/or consolidation of Hughey Elementary and Ross Middle School;

(ix) major renovations and improvements to Crockett Elementary School;

(x) either major renovations and improvements to Bassett Middle School or construction of a new Northeast Middle School as a replacement to Bassett Middle School, such option to be finally determined by the Board;

(xi) major renovations and improvements to Austin High School, El Paso High School (including fine arts addition), Andress High School, Coronado High School, Irvin High School, Burges High School, and Jefferson High School (including the Silva Magnet High School for Health Care Professions);

(xii) improvements to existing school facilities and/or construction of a new school to allow for the consolidation of Bradley Elementary School and Fannin Elementary School;

(xiii) improvements to existing school facilities and/or construction of a new school to allow for the consolidation of Henderson Middle School and Clardy Elementary School;

(xiv) improvements to existing school facilities and/or construction of a new school to allow for the consolidation of Lincoln Middle School, Bond Elementary School and Roberts Elementary School;

(xv) improvements to existing school facilities and/or construction of a new school to allow for the consolidation of MacArthur Middle School and Bonham Elementary School;

(xvi) improvements to existing school facilities and/or construction of a new school to allow for the consolidation of Morehead Middle School and Johnson Elementary School;

(xvii) improvements to existing school facilities and/or construction of a new school to allow for the consolidation of Terrace Hills Middle School and Collins Elementary School; and

(xviii) improvements to existing school facilities and/or construction of a new school to allow for the consolidation of Dowell Elementary School, Schuster Elementary School and Crosby Elementary School.

The order of the listed 2016 Bond Projects in this Section is not intended to confer any priority of construction scheduling.

**SECTION 2:** Following approval of the Bonds by the voters at the Election, the Board shall establish a Bond Accountability Committee to monitor implementation of the 2016 Bond Projects.

**SECTION 3:** Within limitations required by principles of sound fiscal management, the current Board of Trustees of the District believes that (i) it is a priority to make teacher and campus staff compensation and/or benefits more competitive with other area school districts in

order to retain and recruit talented and experienced teachers and campus support staff and (ii) the actual savings to the District derived from the consolidation and closure of schools should support additional funding for any such increased compensation and benefits.

SECTION 4: District staff will hold one or more public meetings to discuss the preferred use or disposition of school facilities that are closed as part of any school consolidation. The current Board of Trustees of the District believes that no excess property should be sold to competing charter schools unless otherwise required by applicable law.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 6: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9: This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

*[Remainder of page left blank intentionally.]*

PASSED AND APPROVED, this September 28, 2016

EL PASO INDEPENDENT SCHOOL DISTRICT



President, Board of Trustees

ATTEST:

  
Secretary, Board of Trustees

(District Seal)



## **Exhibit I**

### **Change Order Review Checklist**

- 1) Confirm who is requesting the change order (i.e., owner, A/E, unforeseen condition).
- 2) Confirm scope of work is accurately described.
- 3) Confirm cost is appropriate for the scope of work.
- 4) Confirm all required backup documentation is included.
- 5) Confirm number of days are appropriate for the scope of work.
- 6) Confirm subcontractor proposals are included and appropriately itemized.
- 7) Confirm all charges are allowable.
- 8) Confirm general contractor has not started any work prior to approval of a change order.
- 9) Confirm A/E has provided a detailed assessment of the change order, to include recommendations.
- 10) Confirm all prior change orders have been accurately accounted for in calculating revised contract amount.

## REFERENCES

Policy References: CH (Legal); CH (Local), CV (Legal), CV (Local), CVA (Legal), CVB (Legal), CVC (Legal), CVD (Legal), CF (Legal), CL (Legal) for Buildings, Grounds and Equipment Management- Recycling Program

The most current policies may be obtained through the policy online website:

<https://pol.tasb.org/Home/Index/437>

Other References: City of El Paso Municipal Code: Sections 5.08.100, 110, 120 Texas

State Laws: Vernon's Texas Civil Statutes: Alcoholic Beverage Code Section 109.33 Subchapter C.