



Ector County Commissioners' Court

February 10, 2026

10:00 AM

Commissioners' Courtroom, Ector County Administration Building Annex, 1010 E. 8th St.,  
Odessa, Texas

---

**CALL TO ORDER-** Judge Dustin Fawcett

**INVOCATION-** Commissioner Billy Hall

**PLEDGE OF ALLEGIANCE-** United States and Texas

**SPECIAL PRESENTATIONS/REQUESTS/RESOLUTIONS**

*1. Public Participation/Comments, Shelby Rigtrup- Public Information Officer:*

To receive public comments on non-agenda related items.

*2. Presentation, Mike Gardner- Commissioner, Pct. #1:*

To consider, discuss, and take any necessary action to *receive a presentation* pertaining to a petition regarding a roundabout located off 42nd Street and Moss Avenue, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

*3. Presentation, Steve Paz- County AgriLife Extension Agents Director:*

To consider, discuss, and take any necessary action to *receive a presentation* from Curtis Martin, CEADAR, pertaining to the "My Preparedness Initiative Program" regarding fostering emergency preparedness and recovery through proactive youth outreach, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

*4. Donation, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to *approve* a \$500.00 donation from Revis Stroud to the Ector County Sheriff's Office K-9 Unit, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

5. *Out-of-State Travel Request: 2026 National Police Week, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to *approve out-of-state travel* for the Ector County Sheriff's Office Honor Guard (5) to attend *National Police Week* in Washington, D.C., from May 12th - 16th, 2026, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

6. *Fund Approval & Resolution: HAVA, Elizabeth Sertuche- Elections Administrator:*

To consider, discuss, and take any necessary action to *approve a Resolution* and the *acceptance* of HAVA funds awarded to Ector County, Texas, for partial reimbursement of the KNOWiNK Poll Pads, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

7. *Early Voting Clerks & Election Day Judges/Clerks Approval, Elizabeth Sertuche- Elections Administrator:*

To consider, discuss, and take any necessary action to *approve the Early Voting Clerks and Election Day Judges and Clerks* for the *March 3rd, 2026, Joint Primary Election*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

8. *2026 Racial Profiling Report, Wes Carta- Environmental Enforcement/Emergency Management Director/Constable, Pct. #1:*

To consider, discuss, and take any necessary action to *approve the 2026 Racial Profiling Report* in accordance with the Code of Criminal Procedure, Article 2.131-2.138, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

**AWARD OF BIDS/PROPOSALS**

9. *Bid Award: Inmate Telephone Services- RFP No. 2025-RFP-103, Andrea Moralez, Purchasing Agent, Eddie Mancha- ECSO Chief Deputy:*

To consider, discuss, and take any necessary action to *approve the bid award for Inmate Telephone Services- RFP No. 2025- RFP-103*, to Prodigy Solutions, Inc., and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

10. *Emergency Purchase Request, Andrea Moralez- Purchasing Agent, Jon Crain- Airport Director:*

To consider, discuss, and take any necessary action to *approve an emergency purchase request* pertaining to runway repairs for the Ector County-Odessa Schlemeyer Field Airport from Rudi's Paving, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

**CONTRACTS/AGREEMENTS/GRANTS**

11. *Service Order: VoIP Phone Services, Brandon Wright- I.T. Director:*

To consider, discuss, and take any necessary action to *approve a Service Order, Reference No. OP470810*, by and between Ector County, Texas, and Astound Business Solutions, LLC., for VoIP Phone Services, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

12. *Vehicle Lease Agreement, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action to *approve a Vehicle Lease Agreement* by and between Ector County, Texas, and Sewell Fleet Management, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

13. *Verizon Connect Contract Renewal, Andrea Moralez- Purchasing Agent, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action to *approve* a *Renewal Agreement* by and between Ector County, Texas, and Verizon Connect, Sourcewell Contract No.102924-NWF, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

14. *Ector County Juvenile Justice Center Agreement, Julie Prentice- County Attorney:*

To consider, discuss, and take any necessary action to *approve* an *Agreement* by and between Ector County, Texas, and Butler-Cohen, LLC., regarding the *Ector County Juvenile Justice Center Project*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

15. *Contract Amendment- Juvenile Justice Center Project, John Henderson- Commissioners' Court Attorney/Grant Writer:*

To consider, discuss, and take any necessary action to *approve* a *Contract Amendment* by and between Ector County, Texas, and HOK Architects for the construction administration phase of the *Ector County Juvenile Justice Center Project*, to authorize an additional fee for the construction administration phase of the *Ector County Juvenile Justice Center Project*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

16. *Easement & Right of Way Agreement, John Henderson- Commissioners' Court Attorney/Grant Writer:*

To consider, discuss, and take any necessary action to *approve* an *Easement and Right of Way Agreement* by and between Ector County, Texas, and Oncor Electric Delivery Company, LLC., regarding a proposed easement located upon Ector County-Odessa Schlemeyer Field Airport, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

17. *Notice to Proceed Approval: Courthouse Schematic Design Phase, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to *approve* issuance of a *Notice to Proceed with Schematic Design Phase* to Butler-Cohen for the *Ector County Courthouse Project*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

#### **PERSONNEL REQUESTS**

18. *New Hire/Appointment Request: Deputy Constable, Pct. #1, Wes Carta- Environmental Enforcement/Emergency Management Director/Constable, Pct. #1:*

To consider, discuss, and take any necessary action to *receive* written applications for the appointment of Deputy Constables for Precinct #1, to *approve* the appointment of Jeremy Proffitt as Deputy Constable, Precinct #1, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

## **POLICIES/PROCEDURES**

### **19. Updated Ector County Vehicle Fleet Safety Policy, Sam Brijalba- H.R. Safety/Risk Coordinator:**

To consider, discuss, and take any necessary action to *approve* the updated *Ector County Vehicle Fleet Safety Policy*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

### **20. Special Project Overtime Pay Request, Delia Ortiz- H.R. Director:**

To consider, discuss, and take any necessary action to *approve* a one- time overtime pay request as it pertains to a necessary special project, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; Public Works has been tasked with a project for clearing the VMF during the week of February 16th, 2026.

## **PUBLIC WORKS**

### **21. Speed Limit Discussion: Tripp Avenue, Amber Valles- Public Works Department Coordinator:**

To consider, discuss, and take any necessary action to *approve* the lowering of the speed limit on Tripp Avenue from 45MPH to 35MPH, located between I-20 and 16th Street, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

### **22. Speed Limit Discussion: Goldenrod Drive, Amber Valles- Public Works Department Coordinator:**

To consider, discuss, and take any necessary action to *approve* the lowering of the speed limit on Goldenrod Drive in Gardendale, Texas, from 55MPH to 45MPH located between the Midland County Line and Hollyhock Avenue, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

### **23. Road Change Discussion: Goldenrod Drive/Dogwood Avenue, Amber Valles- Public Works Department Coordinator:**

To consider, discuss, and take any necessary action to *approve* turning the intersection located between Goldenrod Drive and Dogwood Avenue in Gardendale, Texas, into a four-way stop, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

### **24. Road Change Discussion: Goldenrod Drive/Canterbury Drive, Amber Valles- Public Works Department Coordinator:**

To consider, discuss, and take any necessary action to *approve* turning the intersection located between Goldenrod Drive and Canterbury Drive in Gardendale, Texas, into a four-way stop, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

**CONSENT AGENDA**

*25. Proposed Consent Agenda, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action regarding the following *Proposed Consent Agenda*:

25a.) Line-Item Transfer- Sales Tax Road:

To consider, discuss, and take any necessary action to *approve a line-item transfer* to Sales Tax Fund, Road Department, ROW Land Acquisition, 005-810-5501 from Road Maintenance, 005-810-5241 for \$15,068.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

25b.) Line-Item Transfer- Constable Precinct 4:

To consider, discuss, and take any necessary action to *approve a line-item transfer* to General Fund, Constable Precinct 4, Special Departmental Equipment, 001-394-5507 from Law Enforcement Supplies, 001-394-5183 for \$65.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

25c.) Line-Item Transfer- Traffic Department:

To consider, discuss, and take any necessary action to *approve a line-item transfer* to FMLR fund, Traffic, Special Departmental Equipment, 002-830-5507 from Sign Materials & Supplies, 002-830-5245 for \$5,338.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

**BUDGET/FINANCIAL**

*26. Camera System Purchase Request: Verkada, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to *approve* a new camera system through Verkada for the Ector County Jail, Sheriff's Office, and West Annex, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; this would cover our system for a period of 10 years at a total cost of \$2,720,739.00.

*27. Budget Amendment Request: Library, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve a budget amendment* to General Fund, Library, Educational Travel, 001-690-5161 for \$2,000.00, Office Supplies, 001-690-5171 for \$4,567.00, Department Furniture & Equipment, 001-690-5199 for \$2,652.00, Library Supplies, 001-690-5185 for \$662.00, New Books, 001-690-5201 for \$211.00, Subscriptions, 001-690-5207 for \$150.00, and to Donated Revenues, 001-4171 for \$10,242.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

*28. Budget Amendment Request: Health Department, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve a budget amendment* to General Fund, Health Department, Software Maintenance Contracts, 001-470-5283 from Unreserved Fund Balance, 001-3310 for \$134,500.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

29. *Financial Reports/Statements, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* the *Accounts Payable Fund Requirements Report* for February 10th, 2026, and review County financial statements and reports.

**EXECUTIVE SESSION**

30. *Legal Matters, Julie Prentice- County Attorney:*

To consider, discuss, and take any necessary action regarding legal matters pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code, in relation to pending litigation and a *Retention Agreement*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

31. *Legal Matters, John Henderson- Commissioners' Court Attorney/Grant Writer:*

To consider, discuss, and take any necessary action regarding *legal matters* pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code, in relation to the Ector County Odessa-Schlemeyer Field Airport, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

32. *Legal Matters & Real Estate, Julie Prentice- County Attorney, Dustin Fawcett- County Judge:*

To consider, discuss, and take any necessary action regarding *legal matters* pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code, and *real estate* pursuant to Title 5, Chapter 551, Section 551.072, Texas Government Code, in relation to property discussions with the City of Odessa, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

33. *Real Estate, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action regarding *real estate* pursuant to Title 5, Chapter 551, Section 551.072, Texas Government Code, in relation to Ector County owned properties, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

34. *Personnel Matters, Delia Ortiz- H.R. Director:*

To consider, discuss, and take any necessary action regarding *personnel matters* pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code, in relation to a Public Works new employee request and/or job position reclassification, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

35. *Personnel Matters, Jennifer Martin- Ector County Clerk:*

To consider, discuss, and take any necessary action regarding *personnel matters* pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code, in relation to a potential personnel rehire and salary discussion in the Ector County Clerk's Office, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

**ADJOURN**

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

Posted on February 04, 2026

At 04:16 PM

A handwritten signature in cursive script that reads "Jennifer Martin".

Ector County Clerk

*The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1010 East 8th Street, Room 118, Odessa, Texas 79761 during normal business hours and at least one (1) business day in advance.*

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

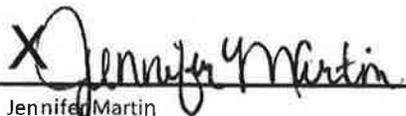
If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

X 

---

Dustin Fawcett  
Ector County Judge

ATTEST:

X   
Jennifer Martin  
County Clerk

*The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1010 East 8<sup>th</sup> Street, Room 118, Odessa*



## Top 10 Reasons Students Join MyPI

- To enhance my understanding of threats and how to prepare
- To assist my family and others in the community
- To build life-saving skills
- To solidify my decision-making abilities
- To improve my communication skills
- To learn about technology in emergency preparedness
- To become weather aware
- To strengthen my teamwork and leadership qualities
- To support my college application
- To be selfless and to realize my potential by positively impacting the lives of those around me

## For More Information

See our website:

[mypitexas.org](http://mypitexas.org)



 National Institute of Food and Agriculture  
U.S. DEPARTMENT OF AGRICULTURE



FEMA

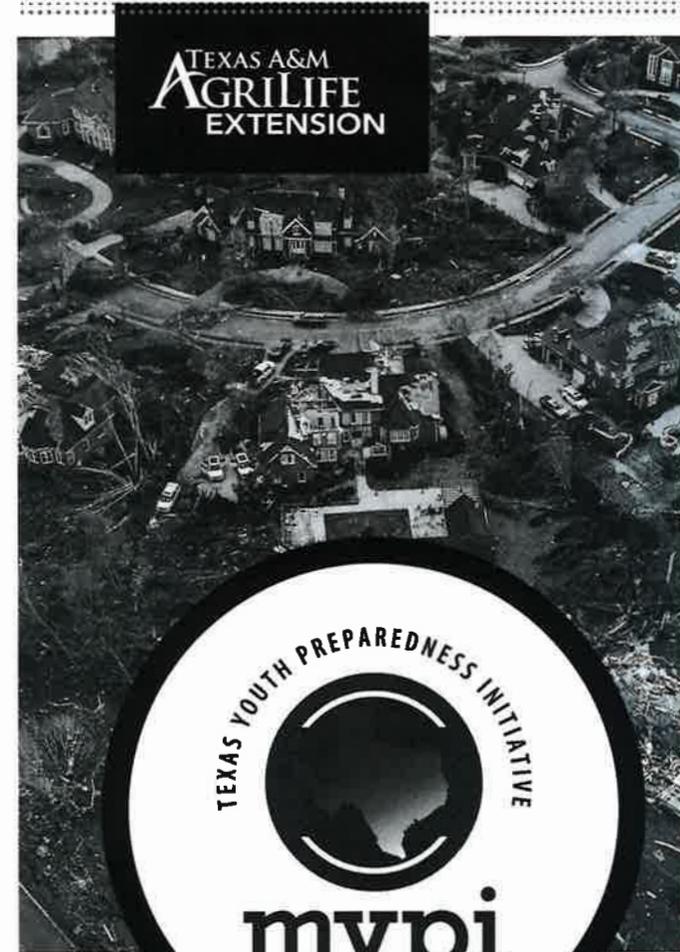
TEXAS A&M  
AGRI LIFE  
EXTENSION

### ► For More Information

Curtis Martin | DAR Specialist  
Disaster District 9

- 🏠 1703 E. County Rd. 120 Midland, TX 79706
- ✉ [curtis.martin@ag.tamu.edu](mailto:curtis.martin@ag.tamu.edu) | 432-686-4700
- 🌐 [AgriLifeExtension.tamu.edu](http://AgriLifeExtension.tamu.edu)

"Texas A&M AgriLife Extension Service is an equal opportunity employer and program provider. Texas A&M AgriLife Extension Service provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating."



**FOSTERING EMERGENCY  
PREPAREDNESS & RECOVERY  
THROUGH PROACTIVE  
YOUTH OUTREACH**

[MYPITEXAS.ORG](http://MYPITEXAS.ORG)

Agenda item #3

# 3 Part Program

## PART Teen CERT Foundation

# 1

Teens learn to be safe before and during a disaster, and to help families and communities after a disaster.

## PART Add-on Catalog

# 2

CPR & AED certification, disaster simulation, EM-Related career track, awareness programs in: HAM & NOAA Weather Radio, fire safety, social media & smartphone app in emergency preparedness

## PART PREP+6 Service Project

# 3

Teens work with their family PLUS 6 other families to develop emergency kits and communication plans.



## 4 Time National Award Winning Program

- **2014 FEMA Individual and Community Preparedness:** Outstanding Youth Preparedness Program National Award
- **2017 FEMA ICP Division National Awards:** Outstanding Achievement in Youth Preparedness Award
- **2018 National CERT Conference:** Preparing the Whole Community National Award
- **2019 National Association of Extension 4-H Agents:** Citizenship in 4-H Development National Award

Proud Affirmer of the  
**NATIONAL STRATEGY**  
 SUPPORTING YOUTH PREPAREDNESS NATIONWIDE

## Apply to MyPI Now to:

- Build Life Saving Skill Sets and Be Certified in CPR and AED Usage.
- Learn about Emergency Management and First Responder Careers.
- Identify Hazards and Become Extreme Weather Aware.
- Give Back to Your Communities through the PREP + 6 Service Project.
- Develop Emergency Kits and Family Communication Plans.
- Learn about Technology in Emergency Preparedness, including NOAA Weather Radios, Social and Smartphone Apps, HAM Radio, etc.





# FEMA

# Until Help Arrives

## ICPD Individual and Community Preparedness Division

FEMA's You Are the Help Until Help Arrives (Until Help Arrives) provides tools to educate and empower the public to act in an emergency situation before professional help arrives by taking five Until Help Arrives key actions:

- Call 9-1-1
- Protect the injured from harm
- Stop bleeding
- Position the injured so they can breathe
- Provide comfort

**Until Help Arrives calls on individuals to take action before professional help arrives.**

## ACTING QUICKLY SAVES LIVES



Life-threatening injuries can occur at any time.

- Car, motorcycle, or bicycle crashes
- Home repair accidents
- Active shooter incidents
- Severe weather
- Acts of terrorism
- Transportation issues

The **Until Help Arrives** program teaches basic skills to **help keep people alive and safe until professional help arrives.**

# 98%

of people who took the training said they are more likely to help as a result of what they learned.

Since program launch

# 100k

individuals completed training.

# 6 to 9 minutes

is the national average response time for Emergency Medical Services (EMS), but it may take up to 20 minutes or more in rural areas.



**Trauma** is the leading cause of death for Americans under

# 46 years old.

The first care someone gets requires no special skills and can potentially be **the difference between life and death.**

## Training Citizen Responders

The Until Help Arrives program is designed to educate and empower the public to take action in an emergency situation and provide lifesaving care before professional first responders arrive. This approach builds a network of lifesaving individuals throughout the Nation.

### Resources

Web-based and in-person resources make it easy to learn how to help and spread the word that **everyone can help** in a life-threatening situation.



#### For Individuals

A 30-minute self-guided training on the web shows participants why they should help and how they can do it safely.



#### For Groups

A free training curriculum for instructor-led, hands-on training is available for download. The 2.5-hour training teaches all five Until Help Arrives key actions.



#### Videos

Doctors and professional first responders explain how individuals can take an active role in an emergency, serving as the first link in the chain of survival.

---

An interactive, animated video shows how someone without special training can **save a life in an emergency**.



**Training gives people practical guidance to become the first link in the chain of survival.**

Learn more about Until Help Arrives at [Ready.gov/until-help-arrives](https://www.ready.gov/until-help-arrives).



# NATIONAL POLICE WEEK 2026

[Home](#) [About](#) [Hotels](#) [Heroes](#) [Schedule](#) [Participant Info](#) [Contact Us](#)



## Honoring Our Fallen, Supporting Our Survivors

Each May, our nation comes together to honor the courage, sacrifice and dedication of law enforcement officers. Originally established by presidential proclamation President John F. Kennedy in 1962, National Police Week includes Peace Officers Memorial Day on May 15th and a week of observances recognizing officers who given their lives in the line of duty, as well as those who continue to serve and protect our communities with dedication and courage.

Events are centered in Washington, D.C. and include the Candlelight Vigil hosted by the National Law Enforcement Officers Memorial Fund, the Concerns of Police Survivors (C.O.P.S) National Survivors Conference and the cornerstone of the week, the Fraternal Order of Police National Peace Officers Memorial Service on May 15th at the West Front of the United States Capitol.

National Police week is both a time of solemn remembrance and a celebration of the men and women who serve with integrity and bravery every day. It reminds us that behind every badge is a story of service, sacrifice and family.





# National Police Week Schedule



TBD, May 2026

## Annual Blue Mass

At the annual Blue Mass, first responders gather to remember the contributions those who have served in law enforcement and public safety agencies and to a continued protection for them in the future. Representatives of federal and local enforcement and public safety agencies from the Washington, D.C. Metropolitan and around the country attend at St. Patrick Catholic Church in downtown Washington, D.C. The service begins at 12:10pm.

TBD, May 2026

## National Police Week 5K

The NPW5K is presented by the Officer Down Memorial Page (ODMP). Registration begins at 7 am, with opening announcements at 8:45am. The race begins at 9:00 am. For more information, visit the [National Police Week 5K page](#).

TBD May, 2026 (to be confirmed)

## National Police K-9 Memorial Service

The National Police K-9 Memorial Service will include a wreath-laying ceremony to honor the memory of fallen police K-9s who have given their lives in the line of duty. The ceremony will begin at 1 p.m. and will be held at the National Law Enforcement Officers Memorial, 450 F St. NW Washington DC, 20001. For uniformed personnel, dress in Class A or Uniform of the Day. For more information, visit [www.nationalpolicedogfoundation.org/k9-memorial](http://www.nationalpolicedogfoundation.org/k9-memorial) or contact [service@nationalpolicedogfoundation.org](mailto:service@nationalpolicedogfoundation.org).

Wednesday, May 13, 2026

## Annual Candlelight Vigil

Each year, hundreds of names of officers killed in the line of duty are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC. The names are then read aloud during the annual Candlelight Vigil to memorialize those who made the ultimate sacrifice.

The Annual Candlelight Vigil will be held on the National Mall (between 4th and 7th Streets and Madison and Jefferson Drives) in Washington, DC. The ceremony will

begin at 8 p.m. and last around 2 hours. For additional information please call 202-737-3400 or visit [nleomf.org](http://nleomf.org).

---

Wednesday, May 13, 2026

## Police Week Tent City

Presented by DC FOP State Lodge, Solace Brewing Company and El Ray Navy we bring you: Tent City 2025. Police Week Tent City has found a new home and it's better than ever!

**When:** May 13-15th

**Where:** TBD

This location is about 15 minutes from the National Law Enforcement Officers Memorial. It is by the water, close to public transportation and easy for pickup/dropoff with ride shares. There are also plenty of hotels in the area for nearby accommodations.

More details to come soon, but hopefully this is enough to ease some minds and help with planning! I thank you all for your patience and understanding and look forward to seeing you all there!

(Vendors and Volunteers, we haven't forgotten about you. We will be putting out information how to sign up for both very soon!)

---

Thursday, May 14, 2026

## Annual Steve Young National Honor Guard and Pipe Band Tribute

The Steve Young National Honor Guard and Pipe Band Tribute provides an opportunity for law enforcement organizations to perform ceremonial and patriotic tributes for public viewing. These teams are a highly dedicated group of law enforcement officers who represent organizations from all across this great nation and Canada. They converge on the Nation's Capital every year for National Police Week, where peace officers are honored for their dedicated service to protect our communities. This event is the tribute that these teams give to honor our fallen officers and their families. For more information, or to register your team, please visit [www.policeweekhonorguard.com](http://www.policeweekhonorguard.com). Time: 8 a.m. to approximately 4 p.m.

---

Thursday, May 14, 2026

## Police Vehicle Display and Shine

We are proud to host the Police Vehicle Display & Shine during National Police Week in Washington, DC. This is a tribute to those officers who have made the ultimate sacrifice. Police Vehicles have become an essential tool utilized in American Law Enforcement and have played a big role in the history of policing. The Vintage c

Classic Police Vehicles have been restored as replicas of those once used to protect our communities. Many of them have been driven from several states away. They include marked and unmarked vehicles with correct agency emergency lights, radios, and even early computers. Additionally, these Vintage vehicles have classic police motorcycles and even scooters. The one-day event is on May 14th from 10:00 to 4:00 at the U.S. Capitol Reflection Pool. If you have questions regarding the police vehicle display, contact Chuck Viggiani at [chuck.viggiani82@gmail.com](mailto:chuck.viggiani82@gmail.com). To enter your car, please [register using this link](#).

---

Thursday, May 14, 2026

## **Concerns of Police Survivors National Police Survivors' Conference Day 1**

The National Police Survivors' Conference provides surviving family members and law enforcement workers the opportunity to find support and understanding from other survivors, with mental health professionals, and attend support sessions that will help their family address their grief. The conference is held at the Washington Hilton from 9:00 a.m. - 4:00 p.m. For more information, please visit [www.concernsofpolicesurvivors.org/aboutnpw](http://www.concernsofpolicesurvivors.org/aboutnpw).

---

Thursday, May 14, 2026

## **Concerns of Police Survivors Blue Honor Gala**

Join C.O.P.S. for a formal evening of honor and tribute to our fallen heroes during National Police Week. Enjoy an elegant dinner, listen to guest speakers, and finish the night with live music and dancing. This is a ticketed event, formal blue/black attire required. The event will be held at the Washington Hilton from 6:00 p.m. - 10:30 p.m. For more information, please visit <https://www.concernsofpolicesurvivors.org/about>

---

Thursday, May 14, 2026

## **Police Week Tent City**

Presented by DC FOP State Lodge, Solace Brewing Company and El Ray Navy, we bring you: Tent City 2025. Police Week Tent City has found a new home and is better than ever!

**When:** May 13-15th; doors open 11am

**Where:** TBD

This location is about 15 minutes from the National Law Enforcement Officers Memorial. It is by the water, close to public transportation and easy for pickup/drop-off with ride shares. There are also plenty of hotels in the area for nearby accommodations.

More details to come soon, but hopefully this is enough to ease some minds and with planning! I thank you all for your patience and understanding and look forward to seeing you all there!

(Vendors and Volunteers, we haven't forgotten about you. We will be putting out information how to sign up for both very soon!)

Friday, May 15, 2026

### Annual National Peace Officers' Memorial Service

Sponsored by the Grand Lodge Fraternal Order of Police and the Grand Lodge Fraternal Order of Police Auxiliary. The Memorial Service will be held on the West side of the United States Capitol in Washington, D.C. The Service mainly honors the officers who recently made the ultimate sacrifice and pays tribute to all the fallen officers. More details will be provided when available. The Service begins at 12 noon and is expected to run approximately 3 hours. All law enforcement attending must wear their badge on their outer most garment. They must also have two (2) forms of government ID, which must include their Department's credentials. Retired officers are not permitted to carry their firearm on United States Capitol grounds and will be turned away.

#### MEDIA

Members of the media must complete a Media Access Form for the service. Equipment must be in place with check-in between 5am-6am on May 15 (check-in location is at Peace Circle at the white tent located on the sidewalk.) You must present two forms of ID to gain access. All media inquiries may be directed to the following email: [media.policememorialservice@gmail.com](mailto:media.policememorialservice@gmail.com).

Saturday, May 16, 2026

### Concerns of Police Survivors National Police Survivors Conference Day 2

The National Police Survivors' Conference provides surviving family members and workers the opportunity to attend sessions specifically designed to meet their needs as well as listen to inspirational guest speakers. The conference is held at the Washington Hilton Hotel from 9:00 a.m. - 2:00 p.m. For more information, please visit [www.concernsofpolicesurvivors.org/aboutnpw](http://www.concernsofpolicesurvivors.org/aboutnpw).



## NATIONAL POLICE WEEK

Honoring Our Fallen, Supporting Our Survivors

[Home](#)

[Hotels](#)

[FAQs](#)

[Donations](#)

[Honor Guard Tribute](#)

[Roll Call of Heroes 2025](#)

[Schedule of Events](#)

[For Participating Officers](#)

[For Survivors](#)

[Contact Us](#)

<b>Purpose</b>
As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA), the purpose of this award is to "improve the administration of elections for Federal office, including to enhance election technology and make election security improvements" to the systems, equipment and processes used in federal elections.
<b>Receipt of Funds</b>
This is a reimbursement grant. The Secretary of State will provide instructions regarding accessing the funds. Although interest will typically not be earned, all funds must be deposited into an interest-bearing account in a fund designated for HAVA funds. Interest earned on this award's funds and any net program income shall be retained in the fund and used for allowable activities described in Section 101 of HAVA. Program income is defined as revenue received from a grant-supported activity during the grant period, such as fees from the use or rental of real or personal property acquired with grant funds.
<b>Matching Funds</b>
The federal share of funds must be matched at 20% using county funds.
<b>Grant Administration</b>
Award recipients and sub-recipients must adhere to all applicable federal and state requirements including Office of Management and Budget (OMB) guidance: <u>Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200)</u> and the <u>Texas Grant Management Standards (TxGMS), Version 2.0</u> maintained by the Texas Comptroller of Public Accounts.
<b>Reporting Requirements</b>
<ol style="list-style-type: none"> <li>1. The county must comply with all reimbursement request requirements prescribed by the Secretary of State and other reports deemed necessary by the Secretary of State or the federal government.</li> <li>2. The final reimbursement request must be submitted to the Secretary of State no later than the last day of the award agreement.</li> <li>3. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any other HAVA funding awarded to the county.</li> </ol>
<b>Award Contingencies</b>
<p>This award is contingent upon the completion of the following activities:</p> <ol style="list-style-type: none"> <li>1. Completion of this agreement, including the electronic signature of the county judge or designee.</li> <li>2. A resolution from the county commissioners court acknowledging certain terms and conditions.</li> <li>3. Implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment &amp; Suspension &amp; include in lower-tier covered transactions.</li> </ol>
<b>Resolution from the Governing Body</b>
<p>A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):</p> <p>_____ Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between _____ County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.</p> <p>_____ Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of reimbursement requests and any other required reports.</p> <p>_____ Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.</p> <p>_____ Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.</p> <p>_____ Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, _____ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.</p>
<b>Financial Management Standards</b>
<p>The financial management system of the county must meet the following standards:</p> <ol style="list-style-type: none"> <li>1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.</li> <li>2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided</li> </ol>

for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures, and income.

3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.
6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

#### **Procurement**

The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

#### **Property Management**

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

#### **Records Retention**

1. The county must maintain records for at least three years following the submission of the final expenditure report.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

#### **Compliance Reviews**

1. Compliance reviews include programmatic and financial auditing.
2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

#### **Remedies for Noncompliance**

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

1. Require the return of funds if disbursements have already been made.
2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.

3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
4. Disallow all or part of the cost of the activity or action that is not in compliance.
5. Impose administrative sanctions, other than fines, on the county.
6. Withhold further HAVA grant funds from the county.
7. Terminate the award agreement in whole or in part.
8. Exercise other remedies that may be legally available.

**Collection of Amount Due**

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withholding payments otherwise due to the county; or
3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**National Policy Requirements**

**Human Trafficking Provisions:** This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

*The county certifies to their understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:*

- I. Provisions applicable to a recipient that is a private entity.
  - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect; or
    2. Procure a commercial sex act during the period of time that the award is in effect; or
    3. Use forced labor in the performance of the award or subawards under the award.
  - B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
    4. Violates a prohibition in paragraph A of this award term; or
    5. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
      - a. Associated with performance under this award; or
      - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR §180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity -
  - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or
  - B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is -
    1. Associated with performance under this award; or
    2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR §180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR §2200.

III. Provisions applicable to any recipient.

- A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I.A of this award term.
- B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- C. You must include the requirements of paragraph I.A of this award term in any subaward you make to a private entity.

IV. Definitions. For purposes of this award term:

- A. "Employee" means either:
  - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. "Private entity":
  - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
  - 2. Includes:
    - a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b. A for-profit organization. d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)

**FY19 National Defense Authorization Act (NDAA) Section 889 and subsequent regulation 2 CFR §200.216:** Section 889 prohibits grantees from using Federal funds to procure or obtain telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Additionally, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) that is used for the purpose of public safety, security of 16 government facilities, physical security surveillance of critical infrastructure, and other national security purposes is covered equipment under Section 889.

*The county certifies, to the best of their knowledge and belief, that:*

The prohibited telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Additionally, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) that is used for the purpose of public safety, security of 16 government facilities, physical security surveillance of critical infrastructure, and other national security purposes is covered equipment under Section 889.

**Whistleblower Protection Act:** This award and employees working on this award will be subject to the whistleblower rights and remedies within established by 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) as found here:

[https://uscode.house.gov/view.xhtml?req=\(title:41%20section:4712%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:prelim)) and section 200.217 of the Uniform Guidance.

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

*The county certifies, to the best of their knowledge and belief, that:*

This award and employees working on this award will be subject to the whistleblower rights and remedies within established by 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) as found here: [https://uscode.house.gov/view.xhtml?req=\(title:41%20section:4712%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:41%20section:4712%20edition:prelim)) and section 200.217 of the Uniform Guidance.

**Drug-Free Workplace Requirement:** Grantee must establish drug-free workplace policies and procedures consistent with the guidance per 2 CFR § 182.200.

*The county certifies, to the best of their knowledge and belief, that:*

Grantee must establish drug-free workplace policies and procedures consistent with the guidance per 2 CFR § 182.200.

**Debarment & Suspension (Nonprocurement):** Grantee must establish and abide by the guidance set forth in subpart C of 2 CFR §180, including lower tier covered transactions.

*The county certifies, to the best of their knowledge and belief, that:*

Grantee must establish and abide by the guidance set forth in subpart C of 2 CFR §180, including lower tier covered transactions.

**Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business:** Grantees, subrecipients, and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. This compliance is mandatory under the Executive Order 13513, "Federal Leadership on Reducing Text messaging While Driving" October 1, 2009.

*The county certifies, to the best of their knowledge and belief, that:*

Grantees, subrecipients, and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. This compliance is mandatory under the Executive Order 13513. "Federal Leadership on Reducing Text messaging While Driving" October 1, 2009.

**Lobbying Disclosure Act [Pub. L. 104-65, December 19, 1995 and 2 U.S.C. 1601, et. seq.]:**

*The county certifies, to the best of their knowledge and belief, that:*

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the county, to any person for

influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the county shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The county shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Exec Order No. 14173, 3 CFR (2025))**

*The county certifies, to the best of their knowledge and belief, that:*

(A) The grant recipient's compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for the purposes of section 3729(b)(4) of title 31, United States Code; and

(B) Such recipient does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

**EARLY VOTING CLERKS  
JOINT PRIMARY ELECTION  
MARCH 3, 2026**

<u>NAME</u>	<u>PARTY</u>	<u>ADDRESS</u>	<u>PHONE</u>
<b><u>ANNEX (8)</u></b>			
***MARY NAJAR	D	[REDACTED]	[REDACTED]
***YVONNE ALDAZ	R	[REDACTED]	[REDACTED]
*OLGA MARQUEZ	R	[REDACTED]	[REDACTED]
*OTILIA VALENZUELA	R	[REDACTED]	[REDACTED]
BEVERLY LYONS	D	[REDACTED]	[REDACTED]
GEORGE LYONS	D	[REDACTED]	[REDACTED]
*CLAUDIA "MELISSA" ALVARADO	D	[REDACTED]	[REDACTED]
*ROSA "ROSE" HERNANDEZ	R	[REDACTED]	[REDACTED]
(WILL ONLY WORK 8AM-5PM, OFF SUNDAY)			

**SALINAS COMMUNITY BUILDING (5)**

***AC MARQUEZ	D	[REDACTED]	[REDACTED]
***SEVERA "SHEBBY" ARENIVAS	R	[REDACTED]	[REDACTED]
*REBECCA NATIVIDAD	D	[REDACTED]	[REDACTED]
*RACHAEL DOMINGUEZ	R	[REDACTED]	[REDACTED]
*CELIA ROMAN	R	[REDACTED]	[REDACTED]

**THE GLOBE THEATER AT O.C. (5)**

***OLIVIA RIVAS	R	[REDACTED]	[REDACTED]
***RUBEN RIVAS	R	[REDACTED]	[REDACTED]
*RAQUEL JUAREZ	R	[REDACTED]	[REDACTED]
*ROJELIO JUAREZ	E/P	[REDACTED]	[REDACTED]
*JESUS REY	E/P	[REDACTED]	[REDACTED]

**MCM ELEGANTE (9)**

***MARTHA CAMPOS	R	[REDACTED]	[REDACTED]
***SYLVIA "PATY" LUJAN	R	[REDACTED]	[REDACTED]
*ISABEL LUJAN	E/P	[REDACTED]	[REDACTED]
TERI SHAVER	R	[REDACTED]	[REDACTED]
*SYLVIA ORTIZ	D	[REDACTED]	[REDACTED]
ALAN HURLEY	R	[REDACTED]	[REDACTED]
*ABELARDO VILLA	E/P	[REDACTED]	[REDACTED]
*JOANN MARTINEZ	D	[REDACTED]	[REDACTED]
(WORKING WEDNESDAY, FEB. 18-SUNDAY, FEB. 22 ONLY)			
*MARIA MANDUJANO	R	[REDACTED]	[REDACTED]
(WORKING MONDAY, FEB. 23-FRIDAY, FEB. 27 ONLY)			

**KELLUS TURNER (5)**

**LU CLEERE	R	[REDACTED]	[REDACTED]
**ROGER CLEERE	R	[REDACTED]	[REDACTED]
*ERIKA MORAN	E/P	[REDACTED]	[REDACTED]
*MARIA TAVAREZ	R	[REDACTED]	[REDACTED]
*ALMA CARRASCO	R	[REDACTED]	[REDACTED]

**\*\*Judge**  
**\*Bilingual Clerk**  
**(Total - 32 workers)**

**RESERVED**

JUNE WALKER	E/P	[REDACTED]	[REDACTED]
MARICELA RAMIREZ	R	[REDACTED]	[REDACTED]
ASHLEY BARNES	R	[REDACTED]	[REDACTED]
CHRISTOPHER RIOS	D	[REDACTED]	[REDACTED]
JACQUELINE RAMIREZ	E/P	[REDACTED]	[REDACTED]

*The list of early voting clerks is subject to change due to their availability.*

Revised 01/29/2026 (MIMA)

**TRAINING**

**KELLUS TURNER COMMUNITY BUILDING**

Wednesday, Feb. 11 @ 9A.M.

**SALINAS COMMUNITY BUILDING**

Wednesday, Feb. 11 @ 9A.M.

**THE GLOBE THEATRE AT ODESSA COLLEGE**

Wednesday, Feb. 11 @ 1P.M.

**ANNEX-MAIN**

Thursday, Feb. 12 @ 9A.M.

**MCM ELEGANTE**

Thursday, Feb. 12 @ 1P.M.

**JOINT PRIMARY ELECTION  
MARCH 03, 2026  
ELECTION DAY POLL WORKERS**

VOTE CENTERS	NAME	ADDRESS	PHONE
<b>CHAPEL HILL BAPTIST (5) CHURCH 1820 E 52ND ST 5 CLKS; 1 BILINUGAL</b>	REBECCA NATIVIDAD*(D) CO-JUDGE	[REDACTED]	[REDACTED]
	OTILIA VALENZUELA* (R) CO-JUDGE	[REDACTED]	[REDACTED]
	ROSE HERNANDEZ* ° EV	[REDACTED]	[REDACTED]
	NINFIA ALLIGOOD* (D)	[REDACTED]	[REDACTED]
	THOMAS HARLOW - STUDENT (STEM)(NEW)	[REDACTED]	[REDACTED]
<b>ECISD FACILITIES &amp; CUSTODIAL OPERATIONS (3) 2225 W 8TH ST 4 CLKS; 2 BILINGUAL</b>	KAYLEE LUJAN - (E/P) CO-JUDGE	[REDACTED]	[REDACTED]
	ANGELICA MUNIZ - ° CO-JUDGE	[REDACTED]	[REDACTED]
	AARON PERSSON - STUDENT (STEM)(NEW)	[REDACTED]	[REDACTED]
	EVELYN JONES - STUDENT (STEM)(NEW)	[REDACTED]	[REDACTED]
<b>ECTOR COUNTY (5) COLISEUM 4201 ANDREWS HWY 5 CLKS; 1 BILINGUAL</b>	MARY NAJAR* (D) CO-JUDGE EV	[REDACTED]	[REDACTED]
	RAQUEL JUAREZ* - °	[REDACTED]	[REDACTED]
	ROJELIO JUAREZ - (E/P)	[REDACTED]	[REDACTED]
	FABIAN MARQUEZ - (E/P)	[REDACTED]	[REDACTED]
	ORA MAE :MITZI" MORGAN °	[REDACTED]	[REDACTED]
<b>FAITH FELLOWSHIP (5) LUTHERAN CHURCH 1603 N GRANDVIEW 5 CLKS; 1 BILINGUAL</b>	KARA PUGH ° CO-JUDGE	[REDACTED]	[REDACTED]
	GLORIA MUNOZ - (E/P) CO-JUDGE	[REDACTED]	[REDACTED]
	ENRIQUE CARAVEO* (E/P)	[REDACTED]	[REDACTED]
	NEVAEH GENTRY - STUDENT (STEM)(NEW)	[REDACTED]	[REDACTED]
	JOSHUA HUSTON - (STEM)(NEW)	[REDACTED]	[REDACTED]

**JOINT PRIMARY ELECTION  
MARCH 03, 2026  
ELECTION DAY POLL WORKER**

VOTE CENTERS			
<b>FIRST CHURCH OF (5) THE NAZARENE 2223 LYNDALE 7 CLKS; 2 BILINGUAL</b>	JUDY CALLOWAY ® CO-JUDGE	██████████	██████████
	PEARL GARDNER* - ® CO-JUDGE	██████████	██████████
	SAVANNAH GOMEZ - (E/P)	██████████	██████████
	JOANN MARTINEZ* - (D)	██████████	██████████
	JAYDEN ARREDONDO - STUDENT (STEM)(NEW)	██████████	██████████
	ABELARDO VILLA - (E/P) (NEW)	██████████	██████████
	CAROL ARTHUR - (E/P)(NEW)	██████████	██████████
<b>GARDENDALE COMM (5) BUILDING 4226 E LARKSPUR 5 CLKS; 2 BILINUGAL</b>	ELIZABET MORALES* ® (R)CO-JUDGE	██████████	██████████
	SHELBY JOHNSON - (E/P) CO-JUDGE	██████████	██████████
	FRANCIS GARCIA*®	██████████	██████████
	MARIA FLOTTE* CO-JUDGE	██████████	██████████
	JENNA ANDERSON (E/P)(NEW)	██████████	██████████
<b>GETSEMANI CHURCH (3) 8431 S HWY 385 4 CLKS; 2 BILINGUAL</b>	ELVETTA BRACY ® CO-JUDGE	██████████	██████████
	SYLVIA ORTIZ * (D) CO-JUDGE	██████████	██████████
	CLAUDIA MELISSA ALVARADO* (D)	██████████	██████████
	CELIA ROMAN* ®	██████████	██████████
<b>GOLDSMITH (3) COMM BLDG 301 AVE. H 3 CLKS; 1 BILINGUAL</b>	JOSE RENE VILLARREAL, JR* (D) - CO-JUDGE (26TH)	██████████	
	LUCILA FUENTES* - (E/P) CO-JUDGE	██████████	
	PEGGY CARRASCO* - NEW	██████████	

**JOINT PRIMARY ELECTION**

**MARCH 03, 2026**

VOTE CENTERS			
<b>HOLY REDEEMER (8) CATHOLIC CHURCH 2633 CONOVER AVE 5 CLKS; 2 BILINGUAL</b>	LU CLEERE - (R) CO-JUDGE EV	[REDACTED]	[REDACTED]
	GRACE BRIDGES - STUDENT (OCA)(NEW)	[REDACTED]	[REDACTED]
	MIKAYLA BREWER - *	[REDACTED]	[REDACTED]
	SALLIE BROOKS *	[REDACTED]	[REDACTED]
	SARAI QUINONEZ (STUDENT) PHS 18TH	[REDACTED]	[REDACTED]
<b>KELLUS TURNER (8) COMM BLDG. 2230 SYCAMORE DR 5 CLKS; 2 BILINGUAL</b>	YVONNE ALDAZ- * CO-JUDGE EV	[REDACTED]	[REDACTED]
	OLGA MARQUEZ * * CO-JUDGE	[REDACTED]	[REDACTED]
	ERIKA MORAN - (E/P)	[REDACTED]	[REDACTED]
	YARITEYSIS SALGADO - (E/P)(NEW)	[REDACTED]	[REDACTED]
<b>LAWANDALE COMM BLDG (5) 9201 RAINBOW DR 5 CLKS; 1 BILINGUAL</b>	KELLY CLARK - *	[REDACTED]	[REDACTED]
	GEORGE LYONS - (E/P) CO-JUDGE EV	[REDACTED]	[REDACTED]
	BEVERLY LYONS - (E/P) EV	[REDACTED]	[REDACTED]
	JOANN LEWIS (D)(NEW)	[REDACTED]	[REDACTED]
	MARY RAMOS*(D)	[REDACTED]	[REDACTED]
<b>MARKET STREET (5) 4950 E 42ND ST 5 CLKS; 2 BILINGUAL</b>	TERI SHAVER - * CO-JUDGE EV	[REDACTED]	[REDACTED]
	CHERYL W SPEER - * CO-JUDGE	[REDACTED]	[REDACTED]
	GENESIS CRUZ* - STUDENT(STEM)(NEW)	[REDACTED]	[REDACTED]
	JOSE T CABRERA * CO-JUDGE	[REDACTED]	[REDACTED]
	BRENNYN WHITE - STUDENT (STEM)(NEW)	[REDACTED]	[REDACTED]

**JOINT PRIMARY ELECTION**

**MARCH 03, 2026**

VOTE CENTERS			
<b>MCM ELEGANTE HOTEL</b> <b>(4) 5200 E UNIVERSITY</b> <b>8 CLKS; 2 BILINGUAL</b>	MARTHA CAMPOS* *CO-JUDGE EV	████████████████████	████████████████████
	ALONDRA ORTIZ - (E/P) - CO-JUDGE	████████████████████	████████████████████
	SYLVIA "PATY" LUJAN - * EV	████████████████████	████████████████████
	ISABEL LUJAN - (E/P)	████████████████████	████████████████████
	KARLEY MCINNIS - STUDENT (STEM)(NEW)	████████████████████	████████████████████
	KATIE-LYNN POINDEXTER-STUDENT(STEM)(NEW)	████████████████████	████████████████████
	ELIANA HERNANDEZ - STUDENT (STEM)(NEW)	████████████████████	████████████████████
	KARLI KERSHAW - STUDENT (STEM)(NEW)	████████████████████	████████████████████
<b>MURRY FLY ELEM</b> <b>(3) 11688 W WESTVIEW</b> <b>4 CLKS; 2 BILINGUAL</b>	ALMA CARRASCO* - * CO-JUDGE EV	████████████████████	████████████████████
	MARY TAVAREZ - * EV	████████████████████	████████████████████
	ESMERALDA MEDRANO MARTINEZ - STUDENT	████████████████████	████████████████████
	LILIANA SALAZAR - STUDENT (OCA)	████████████████████	████████████████████
<b>NORTHSIDE SENIOR</b> <b>(5) CENTER</b> <b>1225 N ADAMS</b> <b>5 CLKS; 1 BILINGUAL</b>	SUSAN JONES		
	JESUS REY* (E/P) EV	████████████████████	████████████████████
	JENNIFER NICOLE MCGUIRE (E/P)(NEW)	████████████████████	████████████████████
	ELIZABETH ROUSSIN - STUDENT(STEM)(NEW)	████████████████████	████████████████████
MAKENZIE BRIDGES - STUDENT(STEM)(NEW)	████████████████████	████████████████████	

**JOINT PRIMARY ELECTION**

**MARCH 03, 2026**

VOTE CENTERS			
<b>SALINAS COMMUNITY (5) BUILDING 600 W CLEMENTS 5 CLKS; 2 BILINGUAL</b>	AC MARQUEZ* (D) CO-JUDGE EV	██████████	(██████████)
	GUADALUPE MEDINA (R) CO-JUDGE	██████████ (██████████)	██████████
	JOSELUIS CONTRERAS - STUDENT(OHS)(NEW)	██████████	██████████
	ALIZABETH YOUNG-GARCIA-STUDENT(OHS)(NEW)	██████████	██████████
<b>SHERWOOD (5) COMM BLDG. 4819 N EVERGLADE 5 CLKS; 2 BILINGUAL</b>	GRISELDA FLORES - (D) CO-JUDGE	██████████	██████████
	SAMANTHA ANCHONDO - (E/P) CO-JUDGE	██████████	██████████
	ISMELDA GAMBOA* (E/P)(NEW) 19TH	██████████	(██████████)
	TERESITA VILLANUEVA ® DR APPT # 9:30	██████████	██████████
<b>SLATOR (3) COMM BLDG. 1001 W 38TH ST 4 CLKS; 2 BILINGUAL</b>	KATHERINE R HUTTO - ® CO-JUDGE	██████████	██████████
	SETH HUTTO - (E/P) CO-JUDGE	██████████	(██████████)
	MELANIE COLCHADA* - (E/P)	██████████	██████████
	OLGA TARIN* (D)	██████████	██████████
<b>THE GLOBE THEATER AT ODESSA COLLEGE 2308 SHAKESPEARE RD 7 CLKS; 2 BILINGUAL</b>	OLIVIA RIVAS* (R) CO-JUDGE	██████████	██████████
	RUBEN RIVAS* - (D) CO-JUDGE	██████████	██████████
	LEKSI MAURICIO - STUDENT	██████████	██████████
	LUISANA MAURICIO* ®	██████████	██████████
	RANIELLE JERAE RAMIREZ - (D)(NEW)	██████████	██████████
	MAUDICELL MARY CHAVEZ - STUDENT (NEW)	██████████	██████████
	XOCHITL GAYTAN - STUDENT(STEM)(NEW)	██████████	██████████

**JOINT PRIMARY ELECTION  
MARCH 03, 2026  
ELECTION DAY POLL WORKERS**

VOTE CENTERS			
<b>VFW BINGO HALL (3) 208 E 63 RD ST 4 CLKS; 2 BILINGUAL</b>	RACHAEL DOMINGUEZ* (R) CO-JUDGE	[REDACTED]	[REDACTED]
	IDA CORTEZ* ° CO-JUDGE	[REDACTED]	( [REDACTED] )
	ZACHARY HERNANDEZ (E/P)	[REDACTED]	( [REDACTED] )
	KRYSTAL CISNEROS (D)	[REDACTED]	( [REDACTED] )
<b>WILSON'S CORNER (2) 16514 S U.S. HWY 385 4 CLKS; 1 BILINGUAL</b>	WESLEY KING ° CO-JUDGE	[REDACTED]	[REDACTED]
	VIRGINIA DOMINGUEZ (D) 19TH	[REDACTED]	[REDACTED]
	ANALEE ACOSTA* (STUDENT) PHS 19TH	[REDACTED]	[REDACTED]
	ANABEL RAMIREZ* (D)(NEW)	[REDACTED]	[REDACTED]
<b>WOODSON (3) COMM BLDG. 1010 E MURPHY 5 CLKS; 2 BILINGUAL</b>	MATTIE JUSTICE (D) CO-JUDGE	[REDACTED]	[REDACTED]
	GAVIN GARCIA* (D)(NEW)	[REDACTED]	( [REDACTED] )
	AMY LEY PALOMARES* (E/P) (NEW)	[REDACTED]	[REDACTED]
	JUNE VENEASE WALKER - (E/P) CO-JUDGE EV	[REDACTED]	[REDACTED]
	ALICIA COOPER (D)	[REDACTED]	[REDACTED]

RESERVE:

**THE LIST OF WORKER IS SUBJECT TO CHANGE DUE TO UNFORSEEN CIRCUMSTANCES**

# Racial Profiling Report | Full

---

Agency Name: ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT

Reporting Date: 01/28/2026

TCOLE Agency Number: [REDACTED]

Chief Administrator:

Agency Contact Information:

Phone: (432) 498-4013

Email:

Mailing Address:

300 N. GRANT AVE.

ODESSA, TX 79761

This Agency filed a full report

ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT has adopted a detailed written policy on racial profiling. Our policy:

1. Clearly defines acts constituting racial profiling.
2. Strictly prohibits peace officers employed by the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT from engaging in racial profiling.
3. Implements a process by which an individual may file a complaint with the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT if the individual believes that a peace officer employed by the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT has engaged in racial profiling with respect to the individual.
4. Provides public education relating to the agency's complaint process.
5. Requires appropriate corrective action to be taken against a peace officer employed by the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT policy.
6. Requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - The race or ethnicity of the individual detained.
  - Whether a search was conducted and, if so, whether the individual detained consented to the search.
  - Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.
  - Whether the peace officer used physical force that resulted in bodily injury during the stop.
  - The location of the stop.
  - The reason for the stop.
7. Requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - The Commission on Law Enforcement; and
  - The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: JESSE GARCIA

Date: 01/28/2026

Total stops: 349

---

**Street address or approximate location of the stop**

City street	81
US highway	48
County road	150
State highway	70
Private property or other	0

**Was race or ethnicity known prior to stop?**

Yes	10
No	339

**Race / Ethnicity**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	69
Hispanic / Latino	274

**Gender**

Female: 119

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	23
Hispanic / Latino	92

Male: **230**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	46
Hispanic / Latino	182

**Reason for stop?**

Violation of Law: **25**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	6
Hispanic / Latino	19

Preexisting Knowledge: **0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
<b>Moving Traffic Violation: 299</b>	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	60
Hispanic / Latino	233

<b>Vehicle Traffic Violation: 25</b>	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	22

**Was a search conducted?**

**YES: 5**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	4

**NO: 344**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	68
Hispanic / Latino	270

**Reason for Search?**

**Consent: 3**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2

**Contraband: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Probable: 1**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0

White	0
Hispanic / Latino	1
<b>Inventory: 0</b>	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Incident to Arrest: 1</b>	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1

**Was Contraband Discovered?**

YES: 1

Did the finding result in arrest?  
(total should equal previous column)

Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	0	Yes	0	No	0
Hispanic / Latino	1	Yes	0	No	1

NO: 4

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	3

**Description of Contraband**

Drugs: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Weapons: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Currency: 0

Alaska Native / American Indian	0
---------------------------------	---

Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Alcohol: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Stolen property: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Other: 1**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1

**Result of the stop**

**Verbal Warning: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Written warning: 87**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	25
Hispanic / Latino	59

**Citation: 260**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	44
Hispanic / Latino	213

**Written Warning and Arrest: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0

**Citation and Arrest: 2**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2

**Arrest: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Arrest based on**

**Violation of Penal Code: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Violation of Traffic Law: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Violation of City Ordinance: 0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Outstanding Warrant: 2**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2

**Was physical force resulting in bodily injury used during stop?**

**YES: 0**

Alaska Native / American Indian	0
---------------------------------	---

Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To	
Suspect	0
Officer	0
Both	0

**NO: 349**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	69
Hispanic / Latino	274

**Number of complaints of racial profiling**

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

**Comparative Analysis**

Use TCOLE's auto generated analysis	( )
Use Department's submitted analysis	( )

**Optional Narrative**

**Submitted electronically to the  
The Texas Commission on Law Enforcement**



**EVALUATION TABULATION**  
 RFP No. 2025-RFP-103  
INMATE TELEPHONE SERVICES  
 RESPONSE DEADLINE: December 15, 2025 at 2:00 pm  
 Report Generated: Wednesday, February 4, 2026

**CONSENSUS SCORECARD SUMMARY**

Vendor	TECHNICAL APPROACH AND SYSTEM CAPABILITIES Points Based 30 Points (30%)	IMPLEMENTATION, TRANSITION, AND SUPPORT PLAN Points Based 25 Points (25%)	PRICING STRUCTURES AND VALUE ADDED SERVICES Points Based 25 Points (25%)	COMPLIANCE, SECURITY, DATA MANAGEMENT Points Based 20 Points (20%)	Total Score
City TeleCoin	20	18.33	18.33	16.67	<b>73.3%</b>
Consolidated Telecom INC.	20	18.33	18.33	16.67	<b>73.3%</b>
Correct Solutions Group	20	18.33	18.33	16.67	<b>73.3%</b>
Inmate Calling Solutions, LLC	20	18.33	18.33	16.67	<b>73.3%</b>
NCIC Inmate Communications	21.67	18.33	18.33	16.67	<b>75%</b>
Prodigy Solutions, Inc.	24.33	19	19	16.67	<b>79%</b>
Securus Technologies, LLC	20	18.33	18.33	16.67	<b>73.3%</b>
Smart Communications Holding, Inc.	20	18.33	18.33	16.67	<b>73.3%</b>

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between Astound Business Solutions ("Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA.

CUSTOMER NAME	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS	ASTOUND SALES EXEC
Ector County, Texas	Name: Brandon Wright Email: brandon.wright@ectorcountytexas.gov		Christopher Cox
CUSTOMER DBA (if any)	Office: (432) 498-4047 Mobile: 432-967-2404		INITIAL SERVICE TERM
			60 months

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	A-LOC ADDRESS	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
<b>NEW SERVICES BEING ADDED</b>							
Ascend Auto Attendant	1010 E 8th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	4	\$6.99	\$27.96	\$0.00	\$0.00
Ascend Essentials 50+ Seats	1010 E 8th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	83	\$13.99	\$1,161.17	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	1010 E 8th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	7	\$12.75	\$89.25	\$0.00	\$0.00
Ascend Grandstream HT801 ATA	1010 E 8th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	2	\$7.00	\$14.00	\$0.00	\$0.00
Ascend Hunt Group	1010 E 8th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	12	\$5.99	\$71.88	\$0.00	\$0.00
Ascend Yealink CP925 Conf Phone	1010 E 8th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	2	\$21.00	\$42.00	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	1010 E 8th St , Odessa, TX 79761, USA	N/A Demarc:	81	\$4.75	\$384.75	\$0.00	\$0.00

	Demarc: Cust Prem						
Ascend Essentials 50+ Seats	1225 Adams Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	8	\$13.99	\$111.92	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	1225 Adams Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$12.75	\$12.75	\$0.00	\$0.00
Ascend Hunt Group	1225 Adams Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	1225 Adams Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	8	\$4.75	\$38.00	\$0.00	\$0.00
Ascend Essentials 50+ Seats	1401 E Yukon Rd , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	34	\$13.99	\$475.66	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	1401 E Yukon Rd , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	2	\$12.75	\$25.50	\$0.00	\$0.00
Ascend Hunt Group	1401 E Yukon Rd , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	5	\$5.99	\$29.95	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	1401 E Yukon Rd , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	34	\$4.75	\$161.50	\$0.00	\$0.00
Ascend Essentials 50+ Seats	200 E Terminal Dr , Odessa, TX 79765, USA Demarc: Cust Prem	N/A Demarc:	7	\$13.99	\$97.93	\$0.00	\$0.00
Ascend Hunt Group	200 E Terminal Dr , Odessa, TX 79765, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	200 E Terminal Dr , Odessa, TX 79765, USA Demarc: Cust Prem	N/A Demarc:	7	\$4.75	\$33.25	\$0.00	\$0.00
Ascend Auto Attendant	200 W 3rd St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$6.99	\$6.99	\$0.00	\$0.00
Ascend Essentials 50+ Seats	200 W 3rd St , Odessa, TX 79761, USA Demarc:	N/A Demarc:	9	\$13.99	\$125.91	\$0.00	\$0.00

	Demarc: Cust Prem						
Ascend Fax Line 1-10 Seats	200 W 3rd St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$12.75	\$12.75	\$0.00	\$0.00
Ascend Hunt Group	200 W 3rd St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	2	\$5.99	\$11.98	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	200 W 3rd St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	9	\$4.75	\$42.75	\$0.00	\$0.00
Ascend Essentials 50+ Seats	221 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	27	\$13.99	\$377.73	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	221 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	3	\$12.75	\$38.25	\$0.00	\$0.00
Ascend Hunt Group	221 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	221 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	27	\$4.75	\$128.25	\$0.00	\$0.00
Ascend Enterprise 50+ Seats	2265 W Sycamore Dr , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	7	\$13.99	\$97.93	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	2265 W Sycamore Dr , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	7	\$4.75	\$33.25	\$0.00	\$0.00
Ascend Essentials 50+ Seats	2330 W 10th St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	8	\$13.99	\$111.92	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	2330 W 10th St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	1	\$12.75	\$12.75	\$0.00	\$0.00
Ascend Hunt Group	2330 W 10th St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	2330 W 10th St , Odessa, TX 79763, USA Demarc:	N/A Demarc:	8	\$4.75	\$38.00	\$0.00	\$0.00

	Demarc: Cust Prem						
Ascend Essentials 50+ Seats	2453 E 11th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	4	\$13.99	\$55.96	\$0.00	\$0.00
Ascend Grandstream HT801 ATA	2453 E 11th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$7.00	\$7.00	\$0.00	\$0.00
Ascend Hunt Group	2453 E 11th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	2453 E 11th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	4	\$4.75	\$19.00	\$0.00	\$0.00
Ascend Essentials 50+ Seats	2500 S US Highway 385 , Odessa, TX 79766, USA Demarc: Cust Prem	N/A Demarc:	122	\$13.99	\$1,706.78	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	2500 S US Highway 385 , Odessa, TX 79766, USA Demarc: Cust Prem	N/A Demarc:	4	\$12.75	\$51.00	\$0.00	\$0.00
Ascend Grandstream HT801 ATA	2500 S US Highway 385 , Odessa, TX 79766, USA Demarc: Cust Prem	N/A Demarc:	3	\$7.00	\$21.00	\$0.00	\$0.00
Ascend Hunt Group	2500 S US Highway 385 , Odessa, TX 79766, USA Demarc: Cust Prem	N/A Demarc:	11	\$5.99	\$65.89	\$0.00	\$0.00
Ascend Yealink CP925 Conf Phone	2500 S US Highway 385 , Odessa, TX 79766, USA Demarc: Cust Prem	N/A Demarc:	1	\$21.00	\$21.00	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	2500 S US Highway 385 , Odessa, TX 79766, USA Demarc: Cust Prem	N/A Demarc:	121	\$4.75	\$574.75	\$0.00	\$0.00
Ascend Essentials 50+ Seats	300 N Grant Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	242	\$13.99	\$3,385.58	\$0.00	\$0.00
Ascend Fax Line 11-49 Seats	300 N Grant Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	15	\$12.75	\$191.25	\$0.00	\$0.00
Ascend Hunt Group	300 N Grant Ave , Odessa, TX 79761, USA Demarc:	N/A Demarc:	44	\$5.99	\$263.56	\$0.00	\$0.00

	Demarc: Cust Prem						
Ascend Yealink CP925 Conf Phone	300 N Grant Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	4	\$21.00	\$84.00	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	300 N Grant Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	238	\$4.75	\$1,130.50	\$0.00	\$0.00
Ascend Auto Attendant	300 S Dixie Blvd , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$6.99	\$6.99	\$0.00	\$0.00
Ascend Essentials 50+ Seats	300 S Dixie Blvd , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	5	\$13.99	\$69.95	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	300 S Dixie Blvd , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$12.75	\$12.75	\$0.00	\$0.00
Ascend Hunt Group	300 S Dixie Blvd , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	300 S Dixie Blvd , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	5	\$4.75	\$23.75	\$0.00	\$0.00
Ascend Auto Attendant	312 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$6.99	\$6.99	\$0.00	\$0.00
Ascend Essentials 50+ Seats	312 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	38	\$13.99	\$531.62	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	312 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	2	\$12.75	\$25.50	\$0.00	\$0.00
Ascend Hunt Group	312 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	9	\$5.99	\$53.91	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	312 N Texas Ave , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	38	\$4.75	\$180.50	\$0.00	\$0.00
Ascend Auto Attendant	321 W 5th St , Odessa, TX 79761, USA	N/A Demarc:	1	\$6.99	\$6.99	\$0.00	\$0.00

	Demarc: Cust Prem						
Ascend Essentials 50+ Seats	321 W 5th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	27	\$13.99	\$377.73	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	321 W 5th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$12.75	\$12.75	\$0.00	\$0.00
Ascend Hunt Group	321 W 5th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	5	\$5.99	\$29.95	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	321 W 5th St , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	27	\$4.75	\$128.25	\$0.00	\$0.00
Ascend Auto Attendant	4201 Andrews Hwy , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	1	\$6.99	\$6.99	\$0.00	\$0.00
Ascend Essentials 50+ Seats	4201 Andrews Hwy , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	9	\$13.99	\$125.91	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	4201 Andrews Hwy , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	1	\$12.75	\$12.75	\$0.00	\$0.00
Ascend Hunt Group	4201 Andrews Hwy , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00
Ascend Yealink T54W Bus Phone	4201 Andrews Hwy , Odessa, TX 79762, USA Demarc: Cust Prem	N/A Demarc:	9	\$4.75	\$42.75	\$0.00	\$0.00
Ascend Auto Attendant	7613 W Dunn St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	1	\$6.99	\$6.99	\$0.00	\$0.00
Ascend Essentials 50+ Seats	7613 W Dunn St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	12	\$13.99	\$167.88	\$0.00	\$0.00
Ascend Essentials 50+ Seats	7613 W Dunn St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	3	\$13.99	\$41.97	\$0.00	\$0.00
Ascend Fax Line 1-10 Seats	7613 W Dunn St , Odessa, TX 79763, USA	N/A Demarc:	1	\$12.75	\$12.75	\$0.00	\$0.00

	Demarc: Cust Prem							
Ascend Hunt Group	7613 W Dunn St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00	
Ascend Hunt Group	7613 W Dunn St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00	
Ascend Yealink CP925 Conf Phone	7613 W Dunn St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	1	\$21.00	\$21.00	\$0.00	\$0.00	
Ascend Yealink T54W Bus Phone	7613 W Dunn St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	3	\$4.75	\$14.25	\$0.00	\$0.00	
Ascend Yealink T54W Bus Phone	7613 W Dunn St , Odessa, TX 79763, USA Demarc: Cust Prem	N/A Demarc:	11	\$4.75	\$52.25	\$0.00	\$0.00	
Ascend Essentials 50+ Seats	900 S Dixie Blvd , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	3	\$13.99	\$41.97	\$0.00	\$0.00	
Ascend Hunt Group	900 S Dixie Blvd , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	1	\$5.99	\$5.99	\$0.00	\$0.00	
Ascend Yealink T54W Bus Phone	900 S Dixie Blvd , Odessa, TX 79761, USA Demarc: Cust Prem	N/A Demarc:	3	\$4.75	\$14.25	\$0.00	\$0.00	
					<b>TOTALS:</b>	<b>\$13,482.44</b>	--	<b>\$0.00</b>

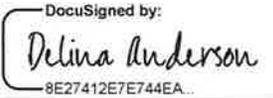
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.

**NOTES**  
TIPS Contract-230105 Grande Communications Networks LLC dba Astound Business Solutions  
Astound has agreed to pay current provider's Early Termination Fee in Full after complete implementation.  
Estimated Taxes of \$1,370.62 in addition to the monthly recurring charges.

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it will be deemed the Effective Date of this Service Order.

Authorized Customer Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Authorized Provider Signature:   
Printed Name: Delina Anderson  
Title: Senior Director  
Date Signed: 1/23/2026

SEWELL FLEET MANAGEMENT VEHICLE LEASE AGREEMENT

Lease No. #1797

**LESSOR:** Sewell Fleet Management  
4400 Parks Legado Road,  
Odessa, TX 79765, USA  
800-493-0122

**LESSEE:** Ector County  
1010 E 8th St  
Odessa, TX 79761

Lessee Entity Type:

1. **LEASE AGREEMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor all of the personal property ("Vehicle or Leased Vehicle") described below and in any schedules made a part hereof by the parties hereto, together with attachments and accessories. This Lease, consisting of the foregoing and **THE FOLLOWING TWO PAGES**, correctly sets forth the entire agreement between Lessor and Lessee with respect to the use, possession and lease of the Leased Vehicle. Lessee expressly acknowledges this Lease is subject to Article 2A of the Uniform Commercial Code. Lessee hereby warrants and represents that the Vehicle will be used primarily for business purposes only, and not primarily for consumer, personal, family or household purposes. **By execution hereof, the signer hereby certifies that he/she has read the Lease, including the following two pages. On Delivery Date of 01-14-2026** Lessor leases to Lessee the following vehicle until the expiration date of **02-01-2029**

DESCRIPTION OF LEASED VEHICLE

2025 Ford F150

Supplier: N/A

DUE ON DELIVERY

Pro Rata Rental	Admin Fee	First Mo. Payment	Security Deposit	Registration Fees	Sales Tax	TOTAL DUE ON DELIVERY
901.12	225.00	1,551.93	N/A	258.00	0.00	2,936.05

DUE MONTHLY

Base Monthly Payment	Reserve Accounts	State Use Tax	TOTAL MONTHLY PAYMENT	LEASE TERM No. Monthly Payments
1,551.93	N/A	N/A	1,551.93	36

2. **LEASE PAYMENTS.** The Lessee agrees to pay during the initial term of this Lease, an amount equal to the Total Monthly Payment set forth above multiplied by the number of months in such initial term, plus any other amounts included in "Total Due on Delivery" above. The amount in "Total Due on Delivery" above shall be due prior to acceptance of this Lease by Lessor. In no event shall any of the monies collected under "Total Due on Delivery" be refunded to Lessee except as provided in Paragraph 8. **ALL SUBSEQUENT PAYMENTS SHALL BE DUE THE 1<sup>ST</sup> OF EACH MONTH** in advance for the periods covered by such payments. All payments shall be paid to Lessor at its address set forth above, or as otherwise directed by Lessor in writing.

3. **TERM OF LEASE, NON-CANCELLABILITY AND MILEAGE ALLOWANCE.** The obligations under this Lease shall commence upon the written acceptance of this Lease by Lessor and shall end upon full performance and observance of each and every term, condition and covenant set forth in the Lease. The Lease Term shall be for the number of months specified above, beginning on the first day of the month following the Lease Delivery Date unless such Delivery Date occurs on the first day of the month. If Delivery is other than the first day of the month, a pro-rated rental fee computed by dividing the "Total Monthly Payment" by the number of days in the month of acceptance is charged for each of the remaining days of the month. UNTIL TERMINATION, THIS LEASE CANNOT BE CANCELLED BY LESSEE FOR ANY REASON, INCLUDING ANY DEFECT, DAMAGE OR UNFITNESS OF THE VEHICLE. LESSEE'S OBLIGATION TO PAY THE LEASE PAYMENTS UNDER THIS LEASE SHALL BE AND ARE ABSOLUTE AND UNCONDITIONAL. LESSEE ACKNOWLEDGES BY HIS/HER SIGNATURE BELOW THAT THE PARTIES HAVE SPECIFICALLY NEGOTIATED AND AGREED TO THE FOREGOING PARAGRAPH. **THIS LEASE HAS A TOTAL MILEAGE ALLOWANCE OF N/A MILES** or miles per month. The Odometer Reading at Delivery date is **N/A**

4. **PAYMENT OF PERSONAL PROPERTY TAXES AND REGISTRATION EXPENSES** will be the responsibility of Lessee. Lessor may advance payment for these expenses and invoice Lessee for initial registration and annual renewal. Payment is due within ten (10) days of invoice date.

5. **SERVICE CHARGE.** If Lessee fails to make any lease payment required by this Lease within ten (10) days of the due date, Lessee shall pay to Lessor a service charge of the greater amount of \$5.00 or five percent (5%) of the amount due, provided, however, that not more than one such service charge shall be made on any delinquent payment, regardless of the length of delinquency. Any other delinquent balances shall bear interest at the lesser of the maximum rate allowed by law or eighteen percent (18%) per annum. In no event shall the service charge imposed hereunder exceed any maximum amount established by applicable law. A service charge may be levied on returned checks or drafts.

6. **TYPE OF LEASE**

**OPEN END LEASE**

Lessee Initials \_\_\_\_\_

**LEASE END RESIDUAL 10,579.02**

At the termination of this lease, regardless of the cause, Lessor shall cause Vehicle to be sold at public or private sale, at Lessor's option, and the highest cash bid shall be accepted. Lessor and Lessee retain the right to bid at any such sale. If the **Sales Price** (after deducting outstanding balances) exceeds the **Depreciated Value**, defined below, the excess shall be paid to Lessee; if such net recovery is less than the **Depreciated Value**, Lessee shall pay such deficit to Lessor within ten (10) days of invoice date.

"**Depreciated Value**" means the "**Present Value**" of the unpaid balance of the total lease payments for the remaining term of this lease plus the Lease End Residual, defined above, plus any outstanding balances.

"**Sales Price**" means the sales price received, less a \$100.00 disposition fee, and all expenses incurred in connection with retaking, preparation for sale and such sale.

"**Present Value**", as used in this lease, shall mean the present value of a sum or series of payments using a discount rate of 6.00%.

**CLOSED END LEASE**

Lessee Initials \_\_\_\_\_

Lessee shall return the Vehicle to Lessor at the Lease expiration date and Lessee shall then pay Lessor a **mileage charge of \$N/A per mile** for each mile that the Vehicle has been driven in excess of the combined total of Odometer Reading at Delivery and Total Mileage Allowance in Paragraph 3. In addition, Lessee shall then pay Lessor's actual or

Continued on Page 2

Lessee acknowledges that it has selected the type and quality of the Leased Vehicle and has received and examined the Vehicle described above, that said vehicle is equipped as described and is in good operating order and condition. Lessee accepts said vehicle for all purposes of the Lease. Lessor has no obligation to provide Lessee a replacement vehicle for any reason. If the Vehicle is not delivered to Lessee on the date of this Lease, Lessor will use its best efforts to deliver the Vehicle to Lessee as soon as practicable. Lessor will not be responsible for any damages caused by any failure or delay in delivery.

By execution hereof, the signer(s) acknowledge receipt of a copy of this Lease and certifies that Lease has been read, INCLUDING THE FOLLOWING TWO PAGES, and agrees to all the terms and conditions set forth herein and is duly authorized to execute this lease on behalf of Lessee.

LESSOR: SEWELL FLEET MANAGEMENT

LESSEE: Ector County

By \_\_\_\_\_

By \_\_\_\_\_

estimated costs, if any, to restore the Vehicle to "Reasonable Condition." "Reasonable Condition" means the Vehicle shall be mechanically sound, with no missing parts, have all accessories in working order and have a set of tires of like number, type and quality as were provided as original equipment by the manufacturer with 25% of the tread remaining; it shall not have body scratches or dents over one inch in length or diameter, broken grill or bumper dents over one inch in length or diameter, upholstery tears, stains or holes, and no broken, chipped, or cracked windows. In the event lessee has placed signs or printing on the Vehicle or allowed holes to be drilled into any part of the Vehicle for whatever purpose, Lessor shall assess actual or estimated cost to repair to Lessee.

In the event of termination of this Lease, regardless of cause, before all required payments have been made, Lessor shall calculate the lease payoff balance as follows: The "**Present Value**" of the unpaid balance of the total lease payments for the remaining term of this lease plus the **Lease End Residual Book Value**, defined below, plus any outstanding balances and any other cost or damages provided for in the following paragraphs. Lessor shall cause the Vehicle to be sold at public or private sale, at Lessor's option, and the highest cash bid shall be accepted. Lessor retains the right to bid at any such sale. If the "**Net Proceeds**", defined below, is less than the lease payoff balance, Lessee shall pay to Lessor such deficiency within ten (10) days of written notice to Lessee by Lessor. Provided however, in no event shall Lessee be liable to Lessor for a deficiency in excess of the balance of the remaining payments without discounting to present value, unless caused by excess wear and tear or excess mileage.

"**Lease End Residual Book Value**" for a Closed End Lease, means the clean retail value plus any appropriate adjustments as listed in the latest available Midwest Edition of the NADA Official Used Car Guide.

"**Net Proceeds**", as used in this lease, means the purchase price at said sale, less all costs and expenses of Lessor in repossessing, transporting, repairing, selling or otherwise handling the vehicle.

**7. OWNERSHIP; PERSONALTY.** The Vehicle is, and shall remain, the property of Lessor, and Lessee shall have no right, title or interest in the Vehicle except as expressly set forth in this Lease. This is an agreement to lease only. Lessee has no option to purchase, except as proved for in Paragraph 6 of this lease.

**8. SECURITY DEPOSIT.** As security for the prompt and full payment of lease payments, and the faithful and timely performance of all provisions of this Lease, and any extensions or renewals, Lessee shall deposit with Lessor an amount set forth in the section of "DUE ON DELIVERY" above shown as "Security Deposit." Lessor shall have the right, but shall not be obligated, to apply the Security Deposit to the curing of any default under this Lease WITHOUT NOTICE TO THE LESSEE. If Lessor applies any portion of the Security Deposit to the curing of any default, Lessee shall, within ten (10) days after notice given by Lessor, deposit with Lessor an amount to restore in full the Security Deposit set forth above. On the expiration or earlier termination of the Lease, or any extension or renewal, provided Lessee has paid all amounts due under this Lease and performed all the other provisions of this Lease, Lessor will return to Lessee any then remaining balance of the Security Deposit. No interest shall be paid on the Security Deposit.

**9. MAINTENANCE.** Lessee shall, at Lessee's own expense, maintain Vehicle according to Manufacturer's required maintenance schedule for warranty validation and deliver to the Lessor all maintenance papers at the time of lease termination. Lessee shall be responsible for any depreciation loss to Vehicle resulting from Lessee's failure to comply with such warranty requirements. Lessee shall keep Vehicle in substantially the same mechanical condition as the date hereof, ordinary wear and tear excepted; shall lubricate Vehicle as frequently as specified by the manufacturer; shall furnish gas, oil, wash and tires and pay traffic violation fines and storage charges for the Vehicle.

**10. INSURANCE OBLIGATION.** Lessee must carry a minimum of insurance coverage as follows: liability insurance of \$500,000 single limit for personal injury and \$100,000 for property damage, protecting the parties hereto and any person operating Vehicle with permission of Lessee, together with full comprehensive coverage, with a maximum of \$1,000 deductible for comprehensive and collision. Lessee shall provide Lessor with a certificate evidencing such insurance, which names Lessor as Additional Insured and Loss Payee. Each insurance policy shall expressly provide that the insurance as to Lessor shall not be invalidated by any act, omission or neglect of Lessee and cannot be canceled without thirty (30) days of written notice to Lessor. If Lessee fails to maintain such insurance, Lessor may, at its option, declare the Lease in default and seek the remedies provided in Paragraph 15, or obtain such insurance, the cost of which shall be added to the amounts due under this Lease, and shall bear interest at the lesser of the maximum rate of interest allowed by law or 18% per annum.

**11. DISCLAIMER OF WARRANTIES AND NON-CANCELLABILITY.** LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT SELECTED, MANUFACTURED, OR SUPPLIED THE VEHICLE, BUT HAS ACQUIRED THE VEHICLE OR THE RIGHT TO POSSESSION OF THE VEHICLE IN CONNECTION WITH THIS LEASE. LESSEE FURTHER ACKNOWLEDGES THAT ONE OR MORE OF THE FOLLOWING HAS OCCURRED EITHER BEFORE EXECUTING THE LEASE OR AS A CONDITION FOR THE EFFECTIVENESS OF THE LEASE:

- a. LESSEE RECEIVED A COPY OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE VEHICLE BEFORE SIGNING THE LEASE CONTRACT;
- b. LESSEE APPROVED THE CONTRACT BY WHICH THE LESSOR ACQUIRED THE VEHICLE;
- c. LESSEE HAS RECEIVED AN ACCURATE AND COMPLETE STATEMENT DESIGNATING THE PROMISES AND WARRANTIES, AND ANY DISCLAIMERS OF WARRANTIES, LIMITATIONS, OR MODIFICATIONS OF REMEDIES OR LIQUIDATED DAMAGES, PROVIDED TO THE LESSOR BY THE VENDOR SUPPLYING THE VEHICLE; OR
- d. LESSEE HAS BEEN INFORMED IN WRITING OF THE IDENTITY OF THE VENDOR SUPPLYING THE VEHICLE TO THE LESSOR (OR HAS SELECTED THE VENDOR), AND LESSEE HAS BEEN INFORMED THAT IT IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY THE VENDOR SUPPLYING THE VEHICLE; AND LESSEE HAS BEEN ADVISED THAT IT MAY COMMUNICATE WITH THE VENDOR SUPPLYING THE VEHICLE TO THE LESSOR.

ACCORDINGLY, ALL WARRANTIES AND REMEDIES, WHETHER THEY BE EXPRESS OR IMPLIED BY LAW OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDY OF CONSEQUENTIAL DAMAGES, ARE EXCLUDED BY LESSOR. LESSOR LEASES THE VEHICLE "AS IS" AND "WITH ALL FAULTS." LESSEE'S SOLE REMEDIES WITH RESPECT TO SUCH CLAIMS SHALL BE AGAINST THE MANUFACTURER OR SUPPLIER. **In the event this disclaimer is in violation of the laws of any state, which has jurisdiction, this disclaimer shall be of no force or effect.**

In no case shall Lessor be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Leased Vehicle or any associated equipment, loss of capital, loss of substitute equipment, facilities or services, down time, the claims of third parties including customers, and injury to property. This limitation does not apply to damages caused by breach of warranty of title or to claims for personal injury. Some states do not allow limitations on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in the preceding paragraph may not apply.

**12. USE OF VEHICLE.** Lessee agrees that Vehicle shall be operated only by a careful and licensed driver, and such driver shall be selected and controlled by Lessee alone and shall be conclusively presumed to be the agent and/or employee of Lessee only; that the Lessee shall require each driver to operate Vehicle with the highest degree of care and in accordance with all applicable laws, regulations and ordinances.

**13. SURRENDER; END OF LEASE TERM.** Upon the expiration or earlier termination of the Lease, or in the event of a default, Lessee shall deliver Vehicle at its own expense to Lessor's office or a place designated by Lessor, together with the keys and all parts and accessories furnished by Lessor. If not returned per Lessor's instructions, Lessee shall pay the cost of returning it to Lessor's office plus a daily pro-rata rental of the Total Monthly Payment for each day the Vehicle is not returned after termination date. At Lease termination Lessor may charge a document fee.

**14. DEFAULT.** Lessee shall be in default, if, with respect to this Lease or any other lease which may exist between Lessor and Lessee:

- a. Lessee fails to make any payment due under the terms of this Lease;
- b. Lessee fails to observe, keep or perform any provision of this Lease;
- c. The Vehicle is subject to any levy, seizure, assignment, transfer, encumbrance, application, attachment, execution, sublease or sale without prior written consent of Lessor, or if Lessee shall abandon the Vehicle or permit any other entity or person to use the Vehicle without the prior written consent of Lessor;
- d. Lessee defaults pursuant to the terms of any other lease, guarantee or other agreement with Lessor;
- e. Lessee becomes insolvent, is the debtor in any bankruptcy proceeding, makes an assignment for the benefit of creditors, or a receiver, trustee or liquidator is appointed to manage Lessee's affairs or assets;
- f. Lessee dies, or is declared incompetent, if Lessee is an individual;
- g. Lessee discontinues business, dissolves, sells or otherwise disposes of the Vehicle; or
- h. Lessor deems itself insecure or the Vehicle unsafe.

**15. REMEDIES.** If Lessee is in default, Lessor, WITHOUT WRITTEN NOTICE to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately;

- a. Lessor may enter upon Lessee's premises and without any court order or other process of law may repossess and remove the Vehicle without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry and removal. Any such repossession shall not constitute a termination of this Lease unless Lessor so notifies Lessee in writing.
- b. Lessor may terminate this Lease.
- c. Lessor may declare all amounts due under this Lease immediately due and payable together with Lessor's Lease End Residual or Lease End Residual Book Value interest as defined in Paragraph 6, and immediately reduce those claims to judgment, regardless if Lessor has taken possession or disposed of the Vehicle. Interest on all sums due under this Lease shall bear interest at the lesser of the maximum rate allowed by law or eighteen percent (18%) per annum.
- d. Lessor may sell the Vehicle at private or public sale at which sale Lessor may be the purchaser. After sale, Lessor may apply the **Net Proceeds** received to Lessee's obligations to Lessor under this Lease, or any other lease, guarantee or other obligation of Lessee to Lessor, regardless if such obligation has been reduced to judgment.

Continued on Page 3

- e. To pursue any other remedy available at law or in equity. No right or remedy conferred upon or reserved to Lessor is exclusive of any other right or remedy, now or later, existing by this Lease or law, equity, statute or otherwise and may be enforced concurrently. No single or partial exercise by Lessor of any right or remedy under this Lease shall preclude any other or further exercise of any other right or remedy. Any failure by Lessor to immediately enforce or require the strict compliance of the terms or conditions of this Lease shall not constitute a waiver of Lessor's rights with regard to such default by Lessee or with regard to any later default by Lessee.

**16. LOSS OR DAMAGE.** Lessee shall bear the entire risk of loss, theft, damage or destruction of the Vehicle from any cause whatsoever, and no loss, theft, damage or destruction of the Vehicle shall relieve Lessee of the obligation to make lease payments or to comply with any other obligation under this Lease. In the event of damage beyond repair, Lessee shall pay Lessor in cash the Lease Payoff which will include, but not be limited to, all amounts due Lessor under this Lease up to the date of the settlement, and the "Present Value" of the unpaid balance of the total lease payments for the remaining term of this Lease plus the Lease End Residual or Lease End Residual Book Value as defined in Paragraph 6. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to the salvage value of the Vehicle, if any. If insurance proceeds are used to comply with this paragraph, the excess balance of any such proceeds shall go to Lessee. In the event of an accident or casualty involving Vehicle, Lessee shall furnish Lessor with a complete report, including names and addresses of all witnesses and parties involved and shall file all accident reports as may be required by law.

**17. LOSS OF VALUE.** If the Vehicle suffers damage of a nature which must be disclosed on resale, or if its odometer has been tampered with, or has been inoperative, or required or necessary maintenance has not been performed and as a result the value of the Vehicle will be less than it would be absent such damage, disclosure, odometer defect, or required maintenance then lessee shall be obligated at the end of the lease for the difference in value which results from any of these conditions.

**18. ASSIGNMENT.** Lessee shall not assign or transfer its interest in the Lease or Vehicle leased, and shall not grant or permit a security interest or other lien against the Vehicle, without the written consent of Lessor, LESSOR MAY ASSIGN THIS LEASE AND/OR MORTGAGE THE VEHICLE WITHOUT NOTICE TO LESSEE; AND ITS ASSIGNEE OR MORTGAGEE MAY REASSIGN THIS LEASE AND/OR SUCH MORTGAGE, WITHOUT NOTICE TO LESSEE, EACH SUCH ASSIGNEE AND/OR MORTGAGEE SHALL HAVE ALL OF THE RIGHTS BUT NONE OF THE OBLIGATIONS OF LESSOR UNDER THIS LEASE. LESSEE SHALL RECOGNIZE EACH SUCH ASSIGNMENT AND/OR MORTGAGE AND SHALL NOT ASSERT AGAINST THE ASSIGNEE AND/OR MORTGAGEE ANY CLAIM, DEFENSE, COUNTER CLAIM, OR SET-OFF THAT LESSEE MAY HAVE AGAINST LESSOR.

LESSEE ACKNOWLEDGES THAT ANY ASSIGNMENT OF LESSOR'S INTEREST WOULD NEITHER MATERIALLY CHANGE THE LESSEE'S DUTY NOR MATERIALLY INCREASE THE BURDEN OR RISK IMPOSED ON THE LESSEE UNDER THE LEASE. THE LESSEE ACKNOWLEDGES THAT ANY ASSIGNMENT BY THE LESSOR WILL BE PERMITTED EVEN IF THE ASSIGNMENT WOULD BE DEEMED TO MATERIALLY AFFECT THE LESSEE'S INTEREST.

This lease inures to the benefit of and is binding upon the heirs, legatees, devisees, personal representative, survivors, successors in interest and assigns, if any, of the parties. SUBJECT AND SUBORDINATE. The Equipment User acknowledges and agrees that its rights and interests in and to the Equipment are subject and subordinate in all respects to the Security Interest and the rights and interests of the Assignee under the Security Agreement.

**19. ENTIRE AGREEMENT; WAIVER.** This Lease constitutes the entire agreement between Lessor and Lessee. No provision of the Lease shall be modified unless in writing signed by an authorized representative of Lessor. Lessee acknowledges that none of the suppliers, manufacturers or vendors, or any salesmen or agents of any of them is an agent of Lessor, and may not waive any provision of this Lease on behalf of Lessor. The exercise or failure to exercise by Lessor of any right or remedy available to it at any time shall not preclude Lessor from the exercise of such right or remedy or any other right or remedy available to it at such time or at any other time. To the extent permitted by applicable law, the Lessee waives any and all rights and remedies conferred upon a Lessee by UCC Sections 2A-508 through 2A-522, including (without limitation) the Lessee's rights to (a) cancel or repudiate the Lease, (b) reject or revoke acceptance of the leased Vehicle, (c) recover damages from the Lessor for breach of warranty or for any other reason, (d) claim a security interest in any rejected property in the Lessee's possession or control, (e) deduct from rental payments all or any part of any claimed damages resulting from the Lessor's default under the Lease, (f) recover from the Lessor any general, special, incidental or consequential damages, for any reason whatsoever, and (g) specific performance, replevin or the like for the Leased Vehicle. To the extent permitted by law, the Lessee waives any rights now or hereafter conferred by statute or otherwise that may require the Lessor to sell, re-lease, or otherwise use or dispose of the leased Vehicle in mitigation of the Lessor's damages as set forth in the Lease or that may otherwise limit or modify any of the Lessor's rights or remedies under the Lease.

**20. LIENS AND TAXES.** Lessee shall keep the Vehicle free and clear of all liens, levies and encumbrances. If the Lessee voluntarily or involuntarily permits the leased Vehicle to become subject to a lien, that event will be a breach of the Lessee's covenants under the Lease and an event of default. Lessee shall pay all license and registration fees, charges and taxes (local, state and federal) or liens which may now or later be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Vehicle, excluding, however, all taxes on or measured by Lessor's net income.

If Lessee fails to pay any such charge, tax or lien, Lessor shall have the right, but shall not be obligated, to pay such charge, tax or lien. In that event, Lessee shall pay to Lessor all amounts paid by Lessor for such charge, tax or lien within 10 days after demand for repayment. All amounts paid by Lessor shall be added to the amounts due under this Lease, and shall bear interest at the lesser of the maximum rate of interest allowed by law or eighteen percent (18%) per annum.

The provisions of this paragraph shall continue beyond the end of this Lease.

**21. TIME OF ESSENCE.** Time is of the essence of this Lease and this provision shall not be waived by the acceptance by Lessor of late or defective performance by Lessee.

**22. CHOICE OF LAW; JURISDICTION IN TEXAS.** This Lease shall be effective only upon execution by Lessor at its offices in Odessa, Texas, and shall be deemed to have been executed in the state of Kansas and performed in the state of Texas. In the event of any action, suit or proceeding concerning construction, validity, performance or enforcement of the Lease, Lessee agrees to submit to jurisdiction to any state or federal court located in Ector County, Texas.

**23. EXPENSE OF ENFORCEMENT; ATTORNEY FEES.** Lessee shall be liable for all costs incurred by Lessor to enforce any provision of this Lease, including, but not limited to taking possession, transportation, storage and disposition of the Vehicle. If Lessor engages an attorney to enforce this Lease, or defend any action concerning this Lease, Lessor shall be entitled to reasonable attorney fees, including attorney fees incurred at trial, on appeal and review, or incurred without action, suits, or proceedings, together with all costs and expenses, where permitted by law.

**24. ATTORNEY-IN-FACT.** Lessee appoints Lessor, as Lessee's attorney-in-fact to execute any documents to be filed by Lessor with any government department, body or agency under the Uniform Commercial Code of any state. It is the intent of the parties that this is a Lease under Article 2A of the Uniform Commercial Code and the filing of a financing statement under the Uniform Commercial Code shall not be construed as evidence that any security interest was intended to be created, but only to give public notice of Lessor's ownership of the Vehicle. If this Lease is deemed at any time to create a security interest, then Lessee grants Lessor a security interest in the Vehicle and the proceeds from the sale, lease or other disposition of the Vehicle.

**25. INDEMNITY.** Lessee shall indemnify Lessor against any claims, actions, damages or liabilities, including all attorney fees, arising out of or connected with the Leased Vehicle without limitation.

**26. SEVERABILITY.** Lessor and Lessee intend for this Lease to be a valid and enforceable legal instrument, and no provision of this Lease which may be deemed unenforceable shall in any way invalidate any other provision or provisions of this lease.

**27. COUNTERPARTS; ELECTRONIC EXECUTION AND DELIVERY.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Lease or the signature page of this Lease delivered by facsimile, e-mail, or other electronic means shall have the same legal effect as delivery of an original signed copy of this Lease. This Lease may be created, executed, delivered and recorded by electronic means.

Commercial Vehicle Lease Agreement

**CERTIFICATION BY LESSEE**

**AND**

**NOTICE OF TAX OWNERSHIP**

**LESSOR:** Sewell Fleet Management  
4400 Parks Legado Road  
Odessa, TX 79765, USA  
800-493-0122

**LESSEE:** Ector County  
1010 E 8th St  
Odessa, TX 79761

Under penalties of perjury, I, as authorized signer of LESSEE, certify that LESSEE intends to use the property subject to the Lease Agreement #1797 dated 01-14-2026 between Ector County as LESSEE and SEWELL FLEET MANAGEMENT, as LESSOR, more than 50 percent in its business. I further understand that LESSEE will not be treated as the owner of the property for federal income tax purposes.

LESSEE: Ector County

BY: \_\_\_\_\_

DATE: 01-14-2026

## NEW VEHICLE INSURANCE

**YOUR INSURED/** Ector County  
**OUR LESSEE** 1010 E 8th St  
Odessa, TX 79761

TO WHOM IT MAY CONCERN:

Your insured has entered into a lease for the vehicle listed below and the LESSEE is responsible for full coverage insurance as follows on Lease No. #1797

**DESCRIPTION OF LEASED VEHICLES:**

YEAR	MAKE	MODEL	VIN#	VALUE
2025	Ford	F150	[REDACTED]	57,126.71

**MINIMUM REQUIRED COVERAGE**

- \$500,000 combined single limit bodily injury/property damage

**OR**

- Bodily Injury Liability: \$500,000
- Property Damage Liability: \$100,000

**MAXIMUM ALLOWED DEDUCTIBLE:**

- \$1,000 Collision and Comprehensive

**OTHER CONSIDERATIONS:**

- SEWELL FLEET MANAGEMENT, LLC should be named both **Additional Insured** and **Loss Payee**.
- This policy should be endorsed to include a 30-day notice of cancellation clause to SEWELL FLEET MANAGEMENT, LLC.

**IMPORTANT:** Please see that SEWELL FLEET MANAGEMENT, LLC is provided with a Policy or Certificate of Insurance within 10 days to mailing address, 4400 Parks Legado Rd., Odessa, Texas 79765. You may also email the certificate to [LEASING@SEWELLFLEETMANAGEMENT.COM](mailto:LEASING@SEWELLFLEETMANAGEMENT.COM).

LESSEE: Ector County

BY: \_\_\_\_\_

DATE: 01-14-2026

# Invoice

REMIT TO: Sewell Fleet Management | PO BOX 3432, Odessa, TX 79760 | PHONE: (800) 493 - 0122

TO: Ector County  
 1010 E 8th St  
 Odessa, TX 79761

TOTAL DUE: 2,936.05  
 DATE: 01-14-2026  
 ASSET NO: 64320  
 LEASE NO: #1797

ASSET NO: 64320 LEASE NO: #1797 VIN: <span style="background-color: black; color: black;">XXXXXXXXXX</span> VEHICLE DESCRIPTION: DATE: 01-14-2026	
ADMINISTRATION FEE	225.00
PRO-RATA RENTAL	901.12
FIRST PAYMENT	1,551.93
SALES TAX	0.00
REGISTRATION FEES	258.00
<b>DUE UPON RECEIPT</b>	
<small>Initials</small>	
<b>TOTAL AMOUNT DUE</b>	<b>2,936.05</b>

5055 North Point Pkwy  
 Alpharetta, GA 30022-3074  
 Fax: (781) 577-4793

**SERVICES ORDER FORM**



**Customer Service: 1-844-617-1100**  
**Customer Service:**  
[www.verizonconnect.com](http://www.verizonconnect.com)

GENERAL INFORMATION			
Order Date: January 28, 2026	Customer Reference Number:	VCF Salesperson Name: Nelson Duong	Region: VZT
Company Name: Ector County		Officer or Owner: Lucy Soto	Telephone: 4324984020
Address (Mailing or Invoicing Address): 200 W 3RD ST		Officer/Owner Email Address: lucy.soto@ectorcountytx.gov	Cell Phone: 4324984020
City: ODESSA	State: TX	Zip Code: 79761-5014	Installation Contact if other than Officer/Owner: Telephone:
<i>Please advise your VCF scheduler if there are multiple shipping or installation addresses</i>		Accounts Payable Contact, if other than Officer/Owner:	Telephone:
		Email:	

SUBSCRIPTION SERVICES:			
QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
218	Vehicle Tracking Subscription	18.95 USD	4131.10 USD
212	Dual Channel AI Dashcam	29.95 USD	6349.40 USD
212	Micro SD Card 256GB for AI Dashcam	1.60 USD	339.20 USD
212	ADAS Service	1.10 USD	233.20 USD
212	DMS Service	1.10 USD	233.20 USD
212	DVIR Vehicle Walkaround Inspection	1.25 USD	265.00 USD
104	Powered Asset Tracking Subscription	12.95 USD	1346.80 USD

<b>TOTAL MONTHLY AMOUNT</b>	12897.90 USD
<b>TOTAL ANNUAL AMOUNT</b>	154774.80 USD
<p><b>Agreement Length:</b> 12 Months from the Subscription Start Date.          The "Subscription Start Date" is the earlier of (i) the date of installation of any Equipment or (ii) passage of 90 days after the date of shipment. The monthly bundled rate for is invoiced monthly on the first of the month following the month of the Subscription Start Date if Customer elects to be invoiced monthly. If Customer elects to be invoiced annually, the monthly bundled rate for twelve (12) months is invoiced as a lump sum on the first of the month following the month of the Subscription Start Date. Billing for each ordered subscription shall start at the earlier of (i) the date of installation of the applicable Equipment or (ii) the passage of 90 days after the date of shipment.</p> <p><b>TERM:</b> March 1, 2026 - February 29, 2027</p>	
<b>Excludes Applicable Taxes and Fees</b>	

ONE-TIME FEES (per Occurrence):			
QUANTITY	DESCRIPTION	AMOUNT	EXTENDED PRICE
<b>Total One-Time Fees</b>		<b>0.00 USD</b>	
<b>COVERT INSTALLATION:</b> Unknown		<b>EXCLUDES APPLICABLE TAXES AND FEES</b>	

**ORDER TERMS:**  
 Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect Fleet USA LLC (VCF) and Sourcewell (Contract #102924-NWF) that are in effect as of the date the order was received by VCF ("Sourcewell Contract"). The Sourcewell Contract terms and conditions are available at <https://www.sourcewell-mn.gov/cooperative-purchasing/102924-NWF>. If, in accordance with the terms of the Sourcewell Contract, Customer and VCF have executed an additional separate written agreement ("Participating Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Participating Addendum shall also apply with respect to the products and/or services set forth in this order.  
 Unless otherwise specified, this Order Form is valid for 30 days after the Order Date. Please remit a signed copy of this Order Form to your VCF Salesperson within the validity period.

**INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):**

5055 North Point Pkwy  
Alpharetta, GA 30022-3074  
Fax: (781) 577-4793

**SERVICES ORDER FORM**

**Customer Service: 1-844-617-1100**  
**Customer Service:**  
[www.verizonconnect.com](http://www.verizonconnect.com)



Customer Name:		
Ector County		
By (signature)	Date:	

 **AIA**® Document A104® – 2017

**Standard Abbreviated Form of Agreement Between Owner and Contractor**

**AGREEMENT** made as of the Thirtieth day of January in the year Two Thousand Twenty-Six  
*(In words, indicate day, month and year.)*

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

Ector County, Texas  
300 N. Grant  
Odessa, TX 79761

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

Butler-Cohen LLC  
3200 Southwest Freeway, Suite 1575  
Houston, TX 77027

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

Ector County Juvenile Justice Center  
1401 E Yukon Rd  
Odessa, 79762

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

Hellmuth, Obata & Kassabaum, Inc.  
717 North Harwood Street, Suite 2850  
Dallas, Texas 75201

The Owner and Contractor agree as follows.

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

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

**TABLE OF ARTICLES**

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

**EXHIBIT A DETERMINATION OF THE COST OF THE WORK**

**ARTICLE 1 THE WORK OF THIS CONTRACT**

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

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

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

*(Check one of the following boxes.)*

The date of this Agreement.

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

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

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

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

**§ 2.3 Substantial Completion**

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

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

- By the following date: 456 calendar days from the date of receipt of a Building Permit by Contractor.

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Forty-five Million Nine Hundred Fifty-nine Thousand Five Hundred Thirteen and No/100 (\$ 45,959,513), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1

§ 3.2.2

§

**§ 3.3 Liquidated damages, if any:**

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

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **One Thousand Five Hundred Dollars (\$1,500.00)** per calendar day for each day that expires after the time specified in section 1.1.4.3 for Substantial Completion until the Work is substantially complete.

**§ 3.4 PREVAILING WAGE REQUIREMENTS**

Contractor shall comply with Chapter 2258 of the Texas Government Code governing prevailing wage. The Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The Owner has not independently performed a wage determination in accordance with controlling state and federal statutes. Accordingly, the Contractor must utilize the wage determinations and rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

**§ 4.1.1** 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.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

**§ 4.1.4** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

Five (5) percent

**§ 4.1.5** 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.)*

Per Texas Government Code Chapter 2251

**§ 4.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond

- final payment;
- .2 and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 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

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

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

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction in Ector County, Texas
- 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 in a court of competent jurisdiction in Ector County, Texas.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

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

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

§ 6.1.2 Contractor's Proposal attached as Exhibit A.

§ 6.1.3

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

§ 6.1.4 The Specifications and Drawings are listed on Exhibit B.

**ARTICLE 7 GENERAL PROVISIONS**

**§ 7.1 The Contract Documents**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order approved by both parties, or (3) a written order for a minor change in the Work issued by the Architect. The

intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### **§ 7.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

#### **§ 7.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 7.4 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

#### **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by certified mail, by courier.

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, by courier providing proof of delivery or electronic transmission.

**§ 7.10 Relationship of the Parties**

Contractor covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and in a good and workmanlike manner consistent with that of a competent professional in their trade. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 8 OWNER**

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

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

**ARTICLE 9 CONTRACTOR**

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

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of

the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

#### **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner shall be responsible for water, heat and utilities at the Project site.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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

#### **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

#### **§ 9.5 Taxes**

The Owner enjoys tax exempt status as a governmental entity. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from otherwise applicable taxes. As such, the Contractor shall not include in the Contract Sum any sales, consumer, use and similar taxes for the Work provided by the Contractor which are exempted because of the Owner's tax-exempt status.

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

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 9.7 Allowances**

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

**§ 9.8 Contractor's Construction Schedules**

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

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

**§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

**§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances,

codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery. Contractor will provide a list of surplus material from and about the Project to the owner and owner shall have the option to dispose of the items through a procurement method or have the contractor dispose of the surplus materials.

**§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

**§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

**§ 9.15 Indemnification**

**§ 9.15.1** TO THE FULLEST EXTENT PERMITTED BY LAW THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S ELECTED OFFICIALS, OWNER'S OFFICERS, CONSULTANTS, AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS', EXPERT, OR CONSULTANT FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK. FOR ANY SUCH CLAIM, DAMAGE, LOSS, COST OR EXPENSE THAT IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, CONTRACTOR'S INDEMNITY OBLIGATION APPLIES ONLY IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 9.15.1..

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 Intentionally deleted.

§ 10.9 The Owner's decisions on matters relating to aesthetic effect will be.

#### **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar

to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, and Contractor.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual written agreement of the parties.

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

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

#### **ARTICLE 14 TIME**

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions (as set forth below), unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

##### **§ 14.5.1 Weather Delays**

The Contractor shall be entitled to an extension of the Contract Time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Sum by reason of such delays or disruptions. Rainy days

shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-quarter (.25) inch during a twenty-four (24) hour period. The historical number of Weather Days per calendar month is as follows, based upon regional weather data from the National Weather Service and/or NOAA:

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
(2)	(3)	(3)	(3)	(5)	(4)	(3)	(4)	(5)	(5)	(2)	(2)

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner. However, the Contractor shall attempt to mitigate such muddy conditions to allow for the progression of the Work at no additional cost to the Owner. Provision of dewatering equipment, rock, and other mitigation measures shall be considered by the Contractor in the preparation of the Contract Sum.

Contractor shall also be entitled to a time extension for days in which a heavy crane cannot safely operate due to high winds, provided such work was on the critical path.

Contractor shall submit a monthly report of delays contemplated by this section to be submitted with the Application for Payment immediately following the weather delay, which shall be considered a request for additional time.

**ARTICLE 15 PAYMENTS AND COMPLETION**

**§ 15.1 Schedule of Values**

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

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

**§ 15.2 Intentionally deleted**

**§ 15.3 Applications for Payment**

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 15.3.2 Intentionally deleted.**

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made

for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

**§ 15.4 Certificates for Payment**

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor not covered by insurance;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

**§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

#### § 15.7.3

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of

claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## **ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

### **§ 16.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## **ARTICLE 17 INSURANCE AND BONDS**

### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) each occurrence, Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) general aggregate, and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and

§ 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. Any lapse in coverage caused by the contractor that results in a stoppage by owner will not result in an extension of construction time to complete the project.

**§ 17.1.14 Other Insurance Provided by the Contractor**

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

**Coverage**

**Limits**

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 Intentionally deleted.

§ 17.2.2.5 Prior to commencement of the Work, the Contractor shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance.

**§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** To the extent permitted by law, the Owner and the Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 17.2.2.7.2** If during the Project construction period the Contractor insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Contractor waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 17.2.2.8** A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay the Owner its just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, Owner shall make payments to its Separate Contractors, consultants and Subcontractors in similar manner.

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

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

**Coverage**

**Limits**

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** Contractor shall provide a performance and payment bond in compliance with the Texas Government Code for the Contract Sum.

**§ 17.3.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3 and the Contractor shall be responsible for the cost of the work needed to correct the nonconforming work.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. The Contractor shall be entitled to rely on the results of such tests or inspections in the performance of its work.

### § 19.4 The Owner's representative:

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

Dustin Fawcett  
Ector County Judge  
300 N. Grant Ave., Rm. 227  
Odessa, TX 79761  
(432) 498-4100  
Dustin.fawcett@ectorcountytexas.gov

### § 19.5 The Contractor's representative:

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

Ryan Bray  
204 N. Grant Street  
Odessa, Texas 79761

(281) 254-3733  
ryan@butlercohen.com

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

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

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

If the Architect fails to certify payment without stating a cause as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

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

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts

## **ARTICLE 21 CLAIMS AND DISPUTES**

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### **§ 21.2 Notice of Claims**

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered

after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

**§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 21.10 Continuing Contract Performance for all other work in this contract not in Dispute**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of all other work in the Contract and the Owner shall continue to make payments in accordance with the Contract Documents for all other work being performed.

**§ 21.11**

**§21.12 Prohibition on Contracts with Companies Boycotting Israel**

A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**§21.13 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited**

A. The Contractor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Contractor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any,

that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**§21.14 Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia**

- A. To the extent this Agreement relates to critical infrastructure in the State of Texas, the Contractor represents the following:
1. it is not owned by or the majority of stock or other ownership interest in the Contractor is not held or controlled by:
    - a. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code, as amended ("designated country"); or
    - b. a company or other entity, including a 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
  2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.
- B. The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

**§21.15 Prohibition on Contracts with Companies Boycotting Energy Companies**

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott energy companies" has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**§21.16 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries**

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

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

---

**OWNER** *(Signature)*

**BY: Dustin Fawcett, Ector County Judget**

*(Printed name and title)*



---

**CONTRACTOR** *(Signature)*

**BY: Eric M. Cohen, President**

*(Printed name and title)*



SEALED PROPOSAL FOR GENERAL CONSTRUCTION WORK:

# ECTOR COUNTY JUVENILE JUSTICE CENTER

ODESSA, TX | OCTOBER 16, 2025

# ECTOR COUNTY JUVENILE JUSTICE CENTER

## TABLE OF CONTENTS

**4**

1. COST PROPOSAL

**10**

2. CONTRACTOR'S QUALIFICATION STATEMENT  
AND ATTACHMENTS

**35**

3. KEY PERSONNEL

**41**

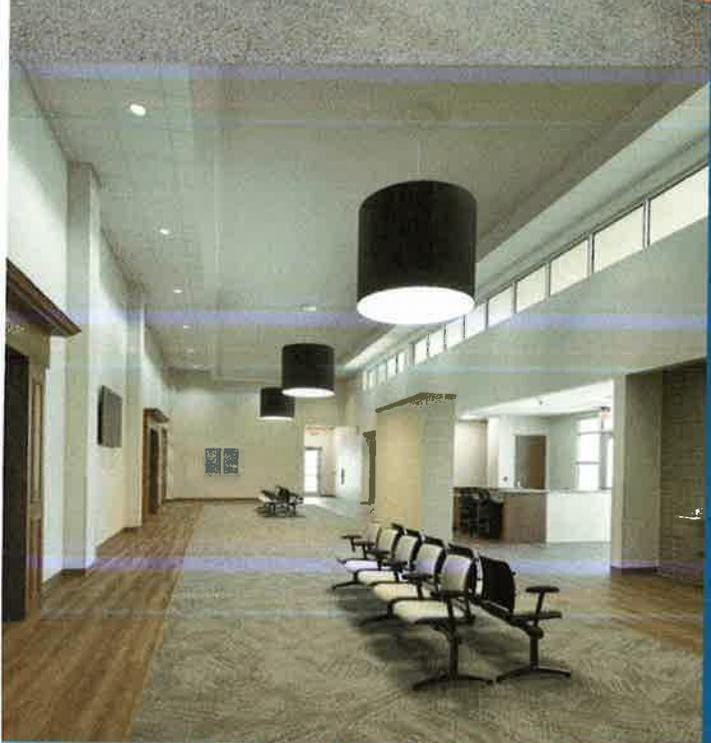
4. INSURANCE CLAIMS AND LITIGATION DURING  
THE LAST FIVE YEARS

**43**

5. PROPOSAL SECURITY AND REQUIRED FORMS

**55**

6. REFERENCES





TAB 1

# COST PROPOSAL

Ector County Juvenile Justice Center  
Odessa, Texas

Issue for Permit & Bid - 08/19/2025  
HOK Project No. 24.09033.00

**DOCUMENT 00 42 00 - PROPOSAL FORM**

Date: 10/16/2025

Purchasing Department  
1010 East 8th St. Room 110  
Odessa, TX 79761

The undersigned, having carefully examined the specifications, drawings, and related documents

entitled: ECTOR COUNTY JUVENILE JUSTICE CENTER

all as prepared by HOK, Inc., 717 North Harwood Street, Suite 2850, Dallas, Texas 75201, as well as having attended a mandatory pre-proposal conference, proposes to furnish all materials, labor, and equipment necessary to complete the work in accordance with said documents, of which this proposal is a part, for the following sum:

**I. BASE PROPOSAL:** Forty five million, nine hundred fifty nine thousand, five hundred and thirteen  
Dollars (\$ 45,959,513.00)

(Note: All amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern. For alternates, check whether it is an add, deduct or no change.)

We have included, in the Proposal sum, all applicable taxes described in Section 01 29 00 – PAYMENT.PROCEDURES.

The undersigned acknowledges receipt of 6 addenda to the Drawings and Project Manual as follows:

No. 1	Date 8/27/25	No. 3	Date 9/25/25	No. 5	Date 10/6/25
No. 2	Date 9/8/25	No. 4	Date 10/6/25	No. 6	Date 10/7/25

(The Proposer is to fill in I.D. Number and date of each thereby acknowledging receipt of Addenda).

If awarded the contract, the undersigned agrees to commence work under this contract on or before TBD and to substantially complete the project within 456 (Proposer to fill in days) calendar days from said commencement date, unless modified by change order.

Proposer agrees to pay the Owner \$1,500.00 per day, as liquidated damages, for each day the substantial completion of this project extends beyond the stipulated substantial completion date.

If notified of the acceptance of this proposal within thirty (30) days of the time set for the opening of proposals, proposer agrees within ten (10) days of notification, to execute a contract in the form of the AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as amended for the above work, for the above stated compensation.



Ector County Juvenile Justice Center  
Odessa, Texas

Issue for Permit & Bid - 08/19/2025  
HOK Project No. 24.09033.00

**DOCUMENT 00 43 00 00**

To: Ector County Purchasing Agent  
Office: (432) 498-4020  
Project: Ector County Juvenile Justice Center  
Date: 10-16-2025  
Submitted by: Butler-Cohen LLC  
(full name)  
(full address) 3200 Southwest Fwy, Suite 1575  
Houston, TX 77027

In accordance with Instructions to Proposers and Document 00 42 00 - Proposal Form, we include the Appendices to Proposal Form Supplements listed below. The information provided shall be considered an integral part of the Proposal Form. Owner shall approve final list of subcontractors prior to execution of the Contract for Construction.

The following Appendices are attached to this document:

Appendix A - List of Subcontractors and Major Material Suppliers: Include names of all major Subcontractors and portions of the Work each Subcontractor will perform.

Appendix B - Cost Breakdown: Includes Proposal Sum segmented into portions as requested.

**PROPOSAL FORM SUPPLEMENTS SIGNATURES**

The Corporate Seal of  
Butler-Cohen LLC

.....  
(Proposer - print the full name of your firm) was

N/A - Butler-Cohen LLC does not have a corporate seal

hereunto affixed in the presence of:



.....  
(Authorized signing officer Title) (Seal)

Sean Butler, Vice President

.....  
(Authorized signing officer Title) (Seal)

Ector County Juvenile Justice Center  
Odessa, Texas

Issue for Permit & Bid - 08/19/2025  
HOK Project No. 24.09033.00

**APPENDIX A - LIST OF SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS**

Herewith is the list of subcontractors referenced in the proposal submitted by:

(Proposer) Butler-Cohen LLC

To (Owner) Ector County Purchasing Agent  
Ms. Lucy Soto

Dated 10/16/2025 and which is an integral part of the Proposal Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT	NAME
<u>concrete</u>	<u>Robert Kent</u>
<u>Masonry</u>	<u>Galindo Boyd</u>
<u>Structural Steel</u>	<u>Myrex</u>
<u>Waterproofing</u>	<u>Colley</u>
<u>Fireproofing</u>	<u>LCR</u>
<u>Roofing</u>	<u>Basin</u>
<u>Metal Panels</u>	<u>EFI</u>
<u>Doors</u>	<u>Texoma</u>
<u>Detention/ security Electronics</u>	<u>S3</u>
<u>Plumbing/ Mechanical</u>	<u>MEP Services</u>
<u>electrical</u>	<u>Freedoms</u>
<u>Utilities</u>	<u>Ella</u>

Ector County Juvenile Detention Facility  
Odessa, Texas

Issue for Bid & Permit - 07/01/2025  
HOK Project No. 24.09033.00

**APPENDIX B - COST BREAKDOWN**

The following is a cost breakdown referenced in the Proposal submitted

by: (Proposer) Butler-Cohen LLC

To (Owner) Ector County Purchasing Agent  
Ms. Lucy Soto

Dated 10-16-2025 and which is an integral part of the Proposal Form.

ITEM OF WORK	VALUE – Overhead and Profit Included
Mechanical System & Installation	\$ <u>4,979,047.49</u>
Electrical System & Installation	\$ <u>6,283,594.44</u>
Plumbing System & Installation	\$ <u>2,698,200.72</u>
Landscaping	\$ <u>296,220.98</u>
Paving	\$ <u>1,215,395.59</u>

**END OF DOCUMENT 00 43 00**



**Project:** Ector County Juvenile Justice Center

**Phase:** CSP

**Date:** 10.16.2025

## Qualifications & Assumptions

Our proposal/bid price and schedule shall be adjusted to take account for any increase in cost or extension of time resulting from a change in the laws of the country (including the introduction of new laws and the repeal or modification of existing laws and/or tariffs) or in the judicial or official governmental interpretation or implementation of such laws, made after the proposal/bid date, which adversely affect Butler-Cohen in the performance of its obligations.

### 01.0 General Qualifications

1. Stipulated calendar days are subject to mutually agreeable notice to proceed.
2. Excludes any impact fees.
3. Excludes Taxes and Fees.
4. Excludes materials testing
5. Excludes any unforeseen underground conditions not noted on the drawings.
6. Assumes a 15-month duration for construction.
7. Excludes any permit fees.
8. Excludes specification 00 43 23. Not included in specifications.
9. Exclude LEED Certification and/or LEED procedures and documentation.
10. Alternates, if any, are not included in the base proposal price.
11. Assumes temporary utilities to be paid for by owner.
12. Weather days are not included in the scheduled duration and will be mutually agreed upon.

### 03.0 Concrete

1. Tilt wall rebar is assumed as 12" on center each way. Any additional rebar through delegated design at additional cost.

### 04.0 Masonry

1. Assumes drilling and epoxying dowels is acceptable.

### 05.0 Structural Steel

1. Assumes standard ASTM specifications for fabrication.

### 05.1 Structural Steel Erection

### 05.2 Misc. Metals

### 06.0 Millwork



**Project:** Ector County Juvenile Justice Center

**Phase:** CSP

**Date:** 10.16.2025

## **Qualifications & Assumptions**

### 07.0 Fireproofing

1. Firestopping at all MEP penetration as well as top & bottom of walls. Spray on fireproofing does not cover the entire bottom of metal decking.

### 07.1 Waterproofing

### 07.2 Roofing

### 07.3 Exterior Cladding

### 08.0 Doors, Frames, & Hardware

#### 08.1 Glazing

1. Excludes, Includes, Assumes
2. Excludes, Includes, Assumes

#### 08.2 OH Doors

1. Assumes 20'-0" x 11'-0" OHD 627 series insulated aluminum rolling service door & motor for door numbers 430AEX & 430 BEX
2. Excludes, Includes, Assumes

#### 09.0 Drywall

1. Excludes, Includes, Assumes
2. Excludes, Includes, Assumes

#### 09.1 Paint

1. Excludes, Includes, Assumes
2. Excludes, Includes, Assumes

#### 09.2 Flooring

#### 09.3 Ceilings

1. Excludes, Includes, Assumes
2. Excludes, Includes, Assumes

#### 09.4 Tile



**Project:** Ector County Juvenile Justice Center

**Phase:** CSP

**Date:** 10.16.2025

## **Qualifications & Assumptions**

1. Excludes, Includes, Assumes
2. Excludes, Includes, Assumes

### 10.0 Specialties

1. Excludes OFOI bathroom accessories in the toilet accessory schedule on sheet A130.
2. Excludes composite wood bench, no specified manufacturer.

### 10.1 Signage

### 10.2 Canopies

### 10.3 Bathroom / Toilet Accessories

### 10.4 Operable Partitions

1. Excludes 6" nominal panels for accordion folding partition. Includes 4.25" nominal panels as specified by manufacturer.

### 11.0 Kitchen Equipment

1. Excludes Vending Machine
2. Excludes EQ-65 Composite Wood Bench

### 11.2 Gym Equipment

1. Excludes volleyball equipment, i.e., nets, net posts, etc.

### 11.3 Detention Equipment

1. Excludes combination padlocks. Provided by Owner.
2. Excludes Ohio Plus, curved wide front chair as per RFI.

### 11.4 Window Coverings

### 11.5 Appliances

### 12.0 Casework

### 12.1 Furniture

1. Exclude OFOI equipment listed in the equipment schedule on sheet A130.
2. Excludes Equipment TE21 on sheet A131. Not shown on elevation 6/A706.
3. Excludes equipment in rooms 415, 414, 452, 525A, 701, and 711. Assumes OFOI.
4. Excludes V-1 and V-2 vending machines.



**Project:** Ector County Juvenile Justice Center

**Phase:** CSP

**Date:** 10.16.2025

## **Qualifications & Assumptions**

### 13.0 PEMB

### 14.0 Elevator

### 21.0 Fire Sprinkler

### 22.0 Plumbing

### 23.0 Mechanical

### 23.1 Controls

### 26.0 Electrical

1. Includes 100' allowance for primary duct bank concrete.

### 26.1 Site Electrical

### 27.0 Communications

### 27.1 Audio Visual

1. Excludes audio/ visual FFE shown on architectural plans. Includes audio/ visual FFE shown on TA plans.

### 28.0 Fire Alarm

### 28.1 Security Electronics

### 31.0 Earthwork

1. Assumes that all finish flooring will be 2970.25.
2. Geotech issued may 9<sup>th</sup> 2025 project number 15370425

### 31.1 SWPPP

### 31.2 Demolition Site

### 32 Landscaping & Irrigation

1. Excludes ¼" stabilized decomposed granite treated with soil-loc.

### 32.1 Paving

### 32.2 Paving Specialties

### 33.0 Utilities

1. Reminder to qualify which detail on Sheet 11 on Bluebeam we are using Sheet C3.0 note 1



**Project:** Ector County Juvenile Justice Center

**Phase:** CSP

**Date:** 10.16.2025

## Qualifications & Assumptions

33.1 Storm Utilities

33.2 Water Utilities

33.3 Sanitary Utilities

33.4 Gas Utilities

### Value Engineering Opportunities

Division	Scope	Value Engineering	Cost Reduction
04	Masonry	Alternate stone cladding	TBD
06	Millwork	Remove Wod Ceilings	TBD
07	Roofing	VE Roof System	\$ (85,000.00)
07	Exterior Cladding	ACM Panels in lieu of Quadroclad Panels	\$ (700,000.00)
09	Flooring	Sealed Concrete in lieu Polished/ Stained Concrete	\$ (135,000.00)
09	Flooring	Epoxy Floor System in lieu of Rubber Athletic Floor	\$ (16,000.00)
09	Flooring	VCT Sports Floor in lieu of Rubber Athletic Floor	\$ (45,000.00)
09	Flooring	Alternate like equal Tile	\$ (9,000.00)
10	Specialties	Remove Soelberg Incavo 3D Wood Panel Wall System	TBD
22	Plumbing	PEX in lieu of Copper	TBD
22	Plumbing	PVC in lieu of Cast Iron	TBD
22	Plumbing	Alternate fixture package	TBD
23	Mechanical	Alternate Controls Manufactuer	\$ (350,000.00)
23	Mechanical	Reduce Controls Scope with JCI	\$ (350,000.00)
23	Mechanical	Remove Radiant Electric Floor Slab Heating System	TBD
23	Mechanical	Remove Seismic Bracing	\$ (50,000.00)
23	Mechanical	Off the Shelf ERVs in lieu of Custom ERV	
26	Electrical	Aluminum Feeders in lieu of Copper	TBD
26	Electrical	Alternate Lighting Package	\$ (120,000.00)
26	Electrical	Alternate Gear	TBD
26	Electrical	Reduce Controls	TBD
28	Fire Alarm	Use Standard Fire Cable in lieu of CI	\$ (80,000.00)
28	Fire Alarm	1-Year Warranty in lieu of 5-Year	\$ (260,000.00)



**Project:** Ector County Juvenile Justice Center

**Phase:** CSP

**Date:** 10.16.2025

**Qualifications & Assumptions**

32	Fencing	Furnish all fence and gates in standard BLACK color in lieu of custom BRONZE color.	\$ (175,000.00)
32	Fencing	Furnish alternate welded wire fence manufacturer in lieu of Wallace manufactured welded wire fence color BRONZE.	\$ (150,000.00)
32	Fencing	Furnish alternate welded wire fence manufacturer in lieu of Wallace manufactured welded wire fence color BLACK.	\$ (200,000.00)
32	Equipment Screens	Use Linea Screens Standard Solid Metal Panels in lieu of Louvers	\$ (118,000.00)



TAB 2

# CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS

# AIA Document A305® – 2020

## Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

**SUBMITTED BY:**

(Organization name and address.)  
Butler-Cohen LLC  
3200 Southwest Fwy, Suite 1575  
Houston, TX 79762

**SUBMITTED TO:**

(Organization name and address.)  
Ector County  
2330 West 10th  
Odessa, TX 79761

**TYPE OF WORK TYPICALLY PERFORMED**

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)  
General Contracting, Construction Manager-at-Risk, Design-Builder

**THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:**

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

**ADDITIONS AND DELETIONS:**

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

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

**CONTRACTOR CERTIFICATION**

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.



CONTRACTOR'S Authorized Representative (Signature)

BY: Eric M. Cohen, President

(Printed name and title)

10/25/25

Date

**NOTARY**

State of: Texas

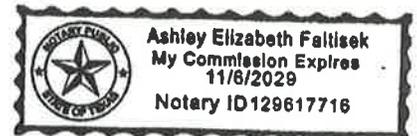
County of: Harris

Signed and sworn to before me this 15th day of October 2025



Notary Signature

My commission expires: 12/26/2025





# AIA Document A305® – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Eric M. Cohen and dated the Fifteenth day of October in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Butler-Cohen LLC

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

Butler-Cohen Design+Build is a Texas-registered DBA of Butler-Cohen LLC

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

Butler-Cohen LLC was formed March 28, 2014. Both the legal name and the DBA have been used in Texas since the firm's formation.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

3200 Southwest Freeway  
Suite 1575  
Houston, TX 77027

The firm has an additional West Texas office located at:  
204 N Grant Ave  
Odessa, TX 79761

#### § A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Butler-Cohen LLC is a Texas Limited Liability Company

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

#### ADDITIONS AND DELETIONS:

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

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

- 4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

Sean Butler and Eric Cohen are the co-founders and principal

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

No

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

11

§ A.1.3.2 How many full-time employees work for your organization?

66

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220 – Commercial & Institutional Building Construction

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

None

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

\$287.9M

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

\$71.4M

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

\$83,668,162.00

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Project Management Services; Butler-Cohen does not self perform any labor or trades

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Butler-Cohen LLC is a Texas-based General Contractor with a focus on justice and government projects. We have included several reference projects within this tab demonstrating Butler-Cohen's work experience and

AIA Document A305 – 2020 Exhibit A. Copyright © 2020. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:55:51 CDT on 10/15/2025 under Subscription No.20240072782 which expires on 10/24/2025. Is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

**2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS**

capabilities.

**§ A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Yes, Butler-Cohen LLC performs Pre-Construction services including design team management/coordination, estimating, construction feasibility analysis, permitting/AHJ coordination, bidding/subcontractor outreach, scheduling, early procurement, BIM coordination and other Pre-Construction services.

**§ A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

Yes, Butler-Cohen utilizes NavisWorks to coordinate BIM modeling between design disciplines and to coordinate clash detection.

**§ A.3.5** Does your organization use a project management information system? If so, identify that system.

Yes, Butler-Cohen utilizes the cloud-based Procore Project Management software.

**§ A.4 REFERENCES**

**§ A.4.1** Identify three client references:

*(Insert name, organization, and contact information)*

Commissioner Richard Chapman  
Kendall County, TX  
richard.chapman@co.kendall.tx.us; 210.394.3937

Commissioner Kenny Stewart  
Martin County, TX  
432.607.3536  
kstewart@co.martin.tx.us

Judge Greg Holly  
Ward County, TX  
432.943.3200  
gholly@co.ward.tx.us

**§ A.4.2** Identify three architect references:  
*(Insert name, organization, and contact information)*

Eric Hudson  
Principal, Method Architecture  
ehudson@methodarchitecture.com; 832-668-0332

Geof Edwards  
Principal & CEO, Alta Architects  
geof.edwards@alta-architects.com; 210-882-8578

Lee Osborne  
Principal, PBK Architects  
Lee.Osborne@pbk.com; 817-332-4333

**§ A.4.3** Identify one bank reference:  
*(Insert name, organization, and contact information)*

Josh Burleson Director of Commercial Banking Susser Bank  
3030 Matlock Road  
Arlington, Texas 76015  
Direct: 817.987.2632 | Mobile: 817.229.4667  
NMLS #756684

AIA Document A305 – 2020 Exhibit A. Copyright © 2020. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:55:51 CDT on 10/15/2025 under Subscription No.20240072782 which expires on 10/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(68efc8f6fd220383f07be54e)

## 2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS

§ A.4.4 Identify three subcontractor or other trade references:  
*(Insert name, organization, and contact information)*

Chris Pettis  
Greenway Services Group  
chris@greenwaysg.com; 832-799-2342

Kayleigh Bumbarger  
American Buildings, A NUCOR Company  
kayleigh.bumbarger@americanbuildings.com;  
972-210-9150

Brett Hill  
Texan Floor Service  
bhill@texanfloor.com; 832-549-5344



# AIA Document A305® – 2020 Exhibit B

## Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Eric M. Cohe and dated the Fifteenth day of October in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

### § B.1 FINANCIAL

#### § B.1.1 Federal tax identification number:

46-5244139

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Financial statements were prepared by  
Calvetti Ferguson - 700 Louisiana St # 2500, Houston, TX 77002  
Financial statements have been submitted as a separate document with this proposal.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

DUNS 07-943-2553; However, Butler-Cohen does not provide financial statements to Dun & Bradstreet, and consequently their rating of our company does not accurately reflect our size or financial strength. Please refer to the confidential financial statement submitted within this proposal for supplemental information on our financial status and health.

### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000? (If the answer is yes, provide an explanation.)

There is no pending or ongoing litigation.

Butler-Cohen has never sued or been sued by a Project Owner or Architect.

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

### ADDITIONS AND DELETIONS:

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

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

2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS

No

- .2 been terminated for any reason except for an owners' convenience?

No

- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

No

- .4 filed any lawsuits or requested arbitration regarding a construction project?

Yes; Butler-Cohen has filed 2 proceedings against Subcontractors in the last five years. All matters have been resolved. There have been no arbitrations or lawsuits by or against Project Owners.

**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

*(If the answer to any of the questions below is yes, provide an explanation.)*

- .1 been convicted of, or indicted for, a business-related crime?

No

- .2 had any business or professional license subjected to disciplinary action?

No

- .3 been penalized or fined by a state or federal environmental agency?

No



# AIA Document A305® – 2020 Exhibit C

## Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Eric M. Cohen and dated the Fifteenth day of October in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

**PROJECT:**

(Name and location or address.)

Ector County Juvenile Justice Center  
1401 E Yukon Rd  
Odessa, 79762

**CONTRACTOR'S PROJECT OFFICE:**

(Identify the office out of which the contractor proposes to perform the work for the Project.)

Work will be performed by Butler-Cohen's West Texas office located at:  
204 N Grant Avenue  
Odessa, TX 79761

**TYPE OF WORK SOUGHT**

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contracting

**CONFLICT OF INTEREST**

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

John M. Henderson, an Ector County employee, began working for Butler-Cohen 3/4/24 as a Project Superintendent.

**§ C.1 PERFORMANCE OF THE WORK**

**§ C.1.1** When was the Contractor's Project Office established?

The West Texas office was originally established in 2023. The new location opened in September 2025.

**§ C.1.2** How many full-time field and office staff are respectively employed at the Contractor's Project Office?

8

**§ C.1.3** List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

TX Tax ID # 32053615905  
N/A – There is no General Contractor licensure process within the State of Texas

**§ C.1.4** Identify key personnel from your organization who will be meaningfully

AIA Document A305 – 2020 Exhibit C. Copyright © 2020. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:36:57 CDT on 10/15/2025 under Subscription No.20240072782 which expires on 10/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

**User Notes:**

**ADDITIONS AND DELETIONS:**

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

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

**2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS**

involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

Principal-in-Charge - Sean Butler - Houston Office  
 VP of West Texas - Ryan Bray - West Texas Office  
 Superintendent - John Henderson Jr. - West Texas Office  
 Project Manager - Justin Mangano - Houston Office/West Texas Office hybrid

Please find

**§ C.1.5** Identify portions of work that you intend to self-perform on this Project.

N/A – Butler-Cohen does not self-perform any labor or trades

**§ C.1.6** To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

Please refer to Subcontractor list provided with the Proposal Form in the previous tab.

**§ C.2 EXPERIENCE RELATED TO THE PROJECT**

**§ C.2.1** Complete Exhibit D to describe up to four projects performed by the Contractor’s Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

**§ C.2.2** State the total dollar value of work currently under contract at the Contractor’s Project Office:

\$287.9M

**§ C.2.3** Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

\$71.4M

**§ C.2.4** State the average annual dollar value of construction work performed by the Contractor’s Project Office during the last five years.

\$83,668,162

**§ C.2.5** List the total number of projects the Contractor’s Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor’s Project Office has completed during that time.

30 Projects; the largest contract completed in the last five years: \$115M (Martin County Community Complex).

**§ C.3 SAFETY PROGRAM AND RECORD**

**§ C.3.1** Does the Contractor’s Project Office have a written safety program?

Yes, Butler-Cohen maintains a written Safety Manual which is reviewed and revised annually

**§ C.3.2** List all safety-related citations and penalties the Contractor’s Project Office has received in the last three years.

None

**§ C.3.3** Attach the Contractor’s Project Office’s OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

**§ C.3.4** Attach a copy of your insurance agent’s verification letter for your organization’s current workers’ compensation experience modification rate and rates for the last three years.

**§ C.4 INSURANCE**

**§ C.4.1** Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy,

AIA Document A305 – 2020 Exhibit C. Copyright © 2020. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:36:57 CDT on 10/15/2025 under Subscription No.20240072782 which expires on 10/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(68efe1c4805423b48486bb86)

**2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS**

and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

**§ C.4.2** If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

Yes

**§ C.4.3** Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

**§ C.5 SURETY**

**§ C.5.1** If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

**§ C.5.2** Surety company name:

The Hartford

**§ C.5.3** Surety agent name and contact information:

Sean Heidrick - sean.heidrick@wtwco.com  
Willis Towers Watson Insurance Services West, Inc.  
500 N Akard St, Suite 4300  
Dallas, TX 75201

**§ C.5.4** Total bonding capacity:

Butler-Cohen does not have a pre-set bonding capacity limit. Our surety, The Hartford, has supported us with Payment & Performance Bonds on single projects over \$100 million, and aggregate bond programs of over \$200 million over the course of our 10+ year relationship.

**§ C.5.5** Available bonding capacity as of the date of this qualification statement:

Butler-Cohen does not have a pre-set bonding capacity limit. Our surety, the Hartford, has supported us with Payment & Performance Bonds on single projects over \$100 million, and aggregate bond programs of over \$200 million over the course of our nearly 10-year relationship.

EXHIBIT D

Name & Location of Project	Description	Building Area	Owner	Completion	Architect	Construction Cost	Delivery Method
Marlin County Events & Community Center Stanton, TX	86-acre community development including large conditioned arena, outdoor rodeo arena and horse barn, community and event center.	320,000 (Conditioned arena - 112,000)	Martin County	May 2025	DRG Architects	\$115M	CMAR
Ward County Law Enforcement Center Monahans, TX	New jail, sheriff's department headquarters, and animal control complex. The facility utilizes a combination of CMU and Pre-Engineered Metal Building structural systems.	65,000	Ward County	August 2025	Burns Architecture	\$41.65M	CMAR
Holmes Distribution Center Houston, TX	Large warehouse constructed using structural steel and tilt-up concrete panels with 3 office and admin areas included within the building shell.	285,000	Pipeline Realty	May 2025	Identity Architects	\$22.15M	CSP
Coryell County Courthouse Annex Gatesville, TX	Ground-up construction of County government building including new courtrooms and county offices.	16,317	Coryell County	February 2025	Southwest Architects	\$8.4M	CMAR
Trinity Basin Preparatory - Tyler Street Campus Dallas, TX	Extensive redevelopment of a former private school campus purchased by TBP; a new 2-story 30,000 sf addition includes a new academic wing, storm shelter, cafeteria, and kitchen; extensive renovations to the existing facility including new finishes and systems, reconfigured lobby and administrative suite.	102,000 (Addition - 30,000 Renovation - 72,000)	Trinity Basin Preparatory	May 2025	PBK Architects	\$17.38M	Design-Build
Beatrice Mayes Institute Houston, TX	New K-8 charter school campus in SE Houston, replacing the existing BMI campus. The facility included a new kitchen, multipurpose room, two libraries, administrative suite, and separate wings for the Elementary and Middle School students.	85,000	Beatrice Mayes Institute	January 2024	Ray + Hollington Architects	\$20.8M	CMAR
Firefly Aerospace - Building 6 Briggs, TX	New hangar to house launch vehicle production facility and associated support functions	75,705	Firefly Aerospace	February 2024	Method Architecture	\$28.8M	CMAR
ExxonMobil Teen Engineering & Tech Center #1 Spring, TX	Renovation of existing child care facility to accommodate Exxon teen youth outreach program	18,466	ExxonMobil	September 2024	PDR Architects	\$3.5M	CMAR
Raul Yzaguirre School for Success - Pasadena Campus Renovation Pasadena, TX	New finishes and building systems at existing church to be repurposed as K-8 charter school campus; remediation of failed exterior envelope.	99,000	RYSS/ Tejano Center	December 2024	Element Architects		CMAR
United Orthodox Synagogue Expansion Houston, TX	New facilities on site of existing synagouge including worship hall, social hall, classrooms and offices	22,128	United Orthodox Synogue of Houston	March 2024	Harry Gendel Architects	\$10.1M	CSP
Etoile Academy - Bissonnet Campus Houston, TX	Renovation of 4 existing buildings at former church for new charter school campus	45,000	Etoile Academy Charter School	August 2023	Collaborate Architects	\$2.4M	Design-Build
Westwood Golf Club renovations Houston, TX	New training facility and cart barn, addition to existing Clubhouse	9,841	Westwood Country Club	August 2023	PBK Architects	\$3M	Design-Build
Coryell County Jail Expansion Gatesville, TX	Expansion of existing county jail facility	4,974	Coryell County Sheriff's Dept.	March 2024	Southwest Architects	\$5M	CSP
ExxonMobil Teen Engineering & Tech Center #2 Houston, TX	Renovation of existing child care facility to accommodate Exxon teen youth outreach program	18,466	ExxonMobil	November 2024	PDR Architects	\$4.1M	CMAR
Kendall County Jail Expansion Boerne, TX	50-bed expansion of existing jail facility	10,000	Kendall County Sheriff's Department	November 2023	Burns Architecture	\$7M	CMAR
CoreCivic Houston Processing Center Houston, TX	Renovation and expansion of existing occupied processing center	26,513	CoreCivic	January 2023	Method Architecture	\$12M	CMAR
Doral Academy of Texas Buda, TX	Ground-up construction of a structural steel frame and metal-stud type II-B construction type charter school, to include a Gym/Multi-Purpose room, library, servery, and locker rooms	58,800	Academica	August 2022	Element Architects	\$11.8M	CMAR
Academica BASE High School - Phase 1A San Antonio, TX	New athletics complex including football field and track, bleachers, and associated site improvements including parking, stormwater, and utilities	N/A	Academica	May 2021	Alta Architects	\$4.9M	CMAR
IDEA - Spears Campus Phase II Houston, TX	Two story expansion of existing Spears Campus including classrooms, science labs, offices	35,000	IDEA Public Schools	December 2022	Corgan	\$7.2M	CSP
Essence Preparatory Public School San Antonio, TX	2-story, ground-up K-8 charter school campus including library, gymnasium/multi-purpose, kitchen.	65,000	Essence Preparatory Public School	December 2023	Alta Architects	\$17.4M	Design-Build
Trinity Basin Preparatory - Bolt Campus Fort Worth, TX	The new construction building will consist of upper elementary and middle school grades	53,000	Trinity Basin Preparatory	July 2022	PBK Architects	\$13.7M	Design-Build

EXHIBIT D CONT'D

TPWD - Regional Operations HQ/Tyler Nature Center Tyler, TX	Redevelopment of existing TPWD site including new regional administration building and maintenance complex, including State Parks Fire Program, Inland Fisheries, Law Enforcement/Game Warden buildings. New internal road system, trail network, and rehabilitation of existing historical building to serve as a conservation pavilion.	45,000	Texas Parks & Wildlife	February 2022	Brave Architecture	\$15.5M	Design-Build
Aransas National Wildlife Refuge Austwell, TX	Redevelopment of Aransas NWR after Hurricane Harvey destroyed several buildings; consisted of new administration building, visitors center, maintenance complex, volunteer building, bunkhouse, and extensive site improvements including new main park road and parking.	61,977	U.S. Fish & Wildlife Service	December 2021	Method Architecture	\$20.4M	Design-Build
Bluebonnet Detention Center ICE Administration Building Anson, TX	New single-story administration building on the site of existing detention center	10,000	Management & Training Corporation	September 2021	Arlington Watkins Architects	\$5.2M	Design-Build
Trinity Basin Preparatory - Panola Campus Fort Worth, TX	Modular buildings, building demo, 1 story school building	46,000	Trinity Basin Preparatory	July 2021	PBK Architects	\$12.8M	Design-Build
Joe Corley Detention Center Administration Building Conroe, TX	New 2-story administration building on site of existing detention facility	20,000	The GEO Group	May 2020	Argenta Architects	\$6.1M	Design-Build
Bluebonnet Detention Center Renovation and Warehouse Anson, TX	Renovation to create new intake and medical facilities within existing detention facility; new maintenance and storage warehouse on the same site	11,000 (Renovation) 7,500 (Warehouse)	MTC	February 2020	Arlington Watkins Architects	\$10.7M	Design-Build
Jack & Sophia Bender Chapel at Beth Yeshurun Cemetery Houston, TX	New chapel in existing cemetery to host funeral ceremonies	6,000	Beth Yeshurun Cemetery Association	July 2020	Gensler Architects	\$2.5M	Design-Build

2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS

**Construction Type**  
New Construction

**Delivery Method**  
Construction Manager-at-Risk

**Contract Amount**  
\$42M

**Size**  
65,000 sq ft

**Start Date**  
February 2024

**Completion**  
Sept 2025

**Client**  
Ward County

**Client Contact**  
Judge Greg Holly  
432.943.3200  
gholly@co.ward.tx.us  
400 S Allen Ave #100  
Monahans, TX 79756

**Architect**  
Burns Architecture  
Kenny Burns, Principal  
kburns@burns3.com  
817.247.6640



**WARD COUNTY  
LAW ENFORCEMENT CENTER**  
Monahans, TX

Butler-Cohen served as the Construction Manager-At-Risk for the Ward County Law Enforcement Center, a new 65,000-sf County Jail, Sheriff's Office, and Animal Shelter complex in Monahans, TX. The building utilizes a combination of CMU and Pre-Engineered Metal Building structural systems in which a CMU structure with a hardened concrete lid creates a podium on which the PEMB sits, creating a mezzanine level over the entire facility. After mobilizing in early 2024, we recently turned the project over for occupancy by the Ward County Sheriff's Department.

**Client**

Bexar County

**Client Contact**

Captain Keith Klepac  
(210) 394-3917  
kklepac@bexar.org  
200 N Comal St, San Antonio, TX 78207

**Delivery Method**

Design-Build

**Contract Amount**

\$32,880,000

**Size**

105,000 sq ft/500 new beds

**Start Date**

January 2017

**Completion**

March 2018

**Architect**

Alta Architects  
(Formerly Munoz and Company)  
Geof Edwards, CEO/  
Managing Principal  
geof.edwards@alta-architects.com  
210.882.8578



## BEXAR COUNTY ADULT DETENTION CENTER - SOUTH TOWER

San Antonio, TX

Bexar County's original jail was slated for demolition as part of Downtown San Antonio/San Pedro Creek redevelopment, requiring the transfer of over 500 inmates to Bexar County Sheriff's Office's main jail complex west of Downtown. This created the necessity for more beds and inmate capacity.

To house displaced county lower custody inmates, Butler-Cohen worked with Munoz and Bexar County to design and construct a new 105,000-sf tower. This new construction contains large dormitories with ample program space designed to prepare inmates for re-entry into society and to reduce recidivism. The facility also includes a new 28,000 sf intake and processing center on the ground floor. The project was completed on time and on budget.

2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS

**Client**

Martin County  
301 N Saint Peter St.  
Stanton, TX 79782

**Client Contact**

Commissioner Kenny Stewart  
432.607.3536  
kstewart@co.martin.tx.us

**Delivery Method**

Construction Manager-at-Risk

**Construction Type**

New Construction

**Contract Amount**

\$115M

**Size**

Main Arena - 112,000 sq ft  
Practice Arena and Stables -  
174,000 sq ft  
Community Center - 34,000 sq ft

**Start Date**

June 2023

**Completion Date**

May 2025

**Architect**

DRG Architects  
Wayne Gondeck, Principal  
13300 Old Blanco Rd #175 San  
Antonio, TX 78216  
210.349.7950



# MARTIN COUNTY COMMUNITY COMPLEX

Stanton, TX

Butler-Cohen served as the Construction Manager-at-Risk for the entirety of this brand new, 85-acre municipal development near Stanton, TX. The complex includes indoor and outdoor competition rodeo arenas and stables, a community center and banquet hall, playgrounds and splash pads, and a little league baseball/softball complex utilizing artificial turf surfaces. Structural systems include a mixture of PEMB for the arenas and stables, and conventional structural steel for the community center building.

Butler-Cohen was selected as the CMAR early in the design phase in June 2022, very early in the design stage of the project, and provided extensive Pre-Construction services and design assistance throughout the design process. The Project was completed in May 2025.

**Client**

Kendall County

**Client Contact**

Joshua Slusher  
Project Manager, AGCM  
210.459.8964  
jslugher@agcm.com

**Delivery Method**

CMAR

**Construction Type**

Addition

**Size**

10,000 sq ft/51 new beds

**Contract Amt**

\$6,986,142

**Start Date**

November 2022

**Completion**

November 2023

**Architect**

Burns Architecture  
Kenny Burns, Principal  
817-247-6640  
kburns@burns3.com



## KENDALL COUNTY JAIL EXPANSION

Boerne, TX

The Kendall County Jail Expansion consists of a 2-story addition to the existing Kendall County Jail facility, consisting of new dormitories totalling 51 beds, and a new medical unit to accommodate exam space and a nurse's station. The structural system of the jail consists primarily of CMU walls with metal deck over steel joists. The program consists of several 8-man dormitory-style housing units with a medical unit and separation cells on the ground floor, and a mezzanine with an elevated staff position on the second level. The project is currently under construction and is scheduled for a November 2023 completion.

**Construction Type**

New Construction

**Delivery Method**

CMAR

**Contract Amount**

\$10,698,955

**Size**

27,000 sq ft/113 new beds

**Start Date**

April 2018

**Completion**

October 2019

**Client**

Atascosa County

**Client Contact**

Sheriff David Soward

830.769.3434

david.soward@acso-tx.org

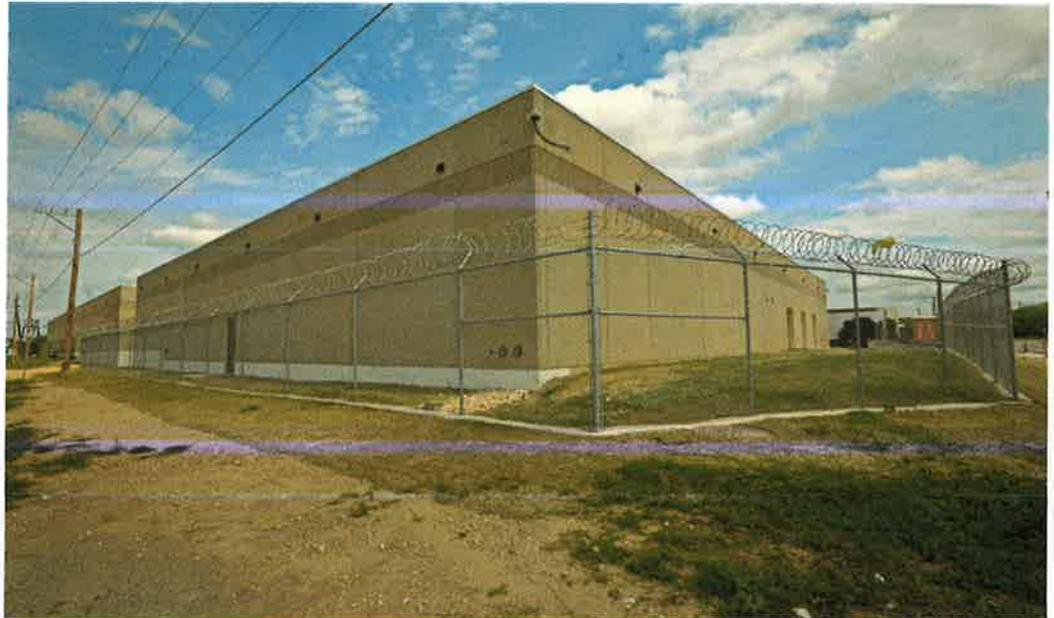
**Architect**

DRG Architects

Wayne Gondeck, Principal

wayneg@drgarchitects.com

210.349.7950



## ATASCOSA COUNTY SHERIFF'S OFFICE & JAIL EXPANSION

Jourdanton, Texas

Butler-Cohen was selected to be the Construction Manager-at-Risk for the expansion and renovation of the Atascosa County Jail. The scope for the project included a 22,000 sq ft addition, as well as a 5,000 sq ft renovation to the existing jail, which included a new training room and 113 additional beds in single and group dormitory configurations.

**AFFIDAVIT OF COMPLIANCE WITH BACKGROUND CHECK AND  
EMPLOYEE SCREENING PROCEDURES****STATE OF TEXAS****COUNTY OF HARRIS**

BEFORE ME, the undersigned authority, on this day personally appeared **Eric M. Cohen** who being by me duly sworn, deposed as follows:

1. My name is **Eric M. Cohen**, and I am the **President of Butler-Cohen LLC** ("Company"), a contractor proposing to perform services for Ector County, Texas, a public entity which must comply with Texas Facilities Commission ("TFC") requirements.
2. I am authorized to make this affidavit on behalf of the Company and have personal knowledge of the facts stated herein.
3. The Company affirms that it will implement and maintain employee screening procedures that comply with the criminal background check requirements set forth by the Texas Facilities Commission, as outlined in the document titled *Texas Facilities Commission — Criminal Background Checks and Application Guidelines*.
4. Specifically, the Company will ensure that:
  1. All employees and subcontractors who will perform work on-site will have undergone or will undergo a criminal history background check conducted by the Texas Department of Public Safety (DPS) using the designated TFC Service Code 11G6ZN through Identigo by MorphoTrust USA.
  2. No employee or subcontractor is assigned to work unless they meet the criminal history criteria established by TFC, including permanent disqualification for certain offenses and time-based eligibility for others as specified by TFC guidelines.
  3. All fingerprinting procedures follow the instructions provided in Attachment A of the TFC guidelines, and waiver forms are completed as required in Attachment B.
5. The Company further affirms that all subcontractor agreements will include provisions requiring subcontractors to comply with the same background check and

2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS

screening procedures as outlined above. Subcontractors are required to use the same DPS/IdentoGO process and meet the same eligibility criteria prior to performing any services under the contract.

- 6. The Company will maintain documentation of all completed background checks and will provide such documentation to TFC upon request.

FURTHER AFFIANT SAYETH NOT.

*EMC*

Signature of Company Representative

10/15/25

Date

Eric M. Cohen

President

Butler-Cohen LLC

SWORN TO AND SUBSCRIBED before me this 15<sup>th</sup> day of October, 2025, by Eric M. Cohen, who is personally known to me or has provided satisfactory evidence of identity.

*Ashley Elizabeth Faltsek*

Notary Public, State of Texas

10/15/2025

Date



Notary Seal

My Commission Expires: 12/16/2026

2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> McGriff, a Marsh & McLennan Agency LLC Company 10100 Katy Freeway, #400 Houston, TX 77043	<b>CONTACT NAME:</b> Joe Vasquez
	<b>PHONE (A/C, No, Ext):</b> 713-877-8975 <b>FAX (A/C, No):</b> 713-877-8974 <b>E-MAIL ADDRESS:</b> J Vasquez@mcgriff.com
<b>INSURED</b> Butler-Cohen LLC 3200 Southwest Fwy, Suite 1575 Houston, TX 77027	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A :</b> Zurich American Insurance Company      16535
	<b>INSURER B :</b> American Guarantee and Liability Insurance Company      26247
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>

**COVERAGES**      **CERTIFICATE NUMBER:** UBSHL77F      **REVISION NUMBER:**

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, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO868709501	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP868709301	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		SXS793495701	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod/Comp Ops Aggregate \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC868709101	05/01/2025	05/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: For Informational Purposes Only

**CERTIFICATE HOLDER**      **CANCELLATION**

Butler-Cohen LLC 3200 Southwest Fwy, Suite 1575 Houston, TX 77027	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>R. Michael Breadlove, Jr</i>

2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS



August 7, 2025

Butler-Cohen LLC  
3200 Southwest Fwy, Suite 1575  
Houston, TX 77027

Re: Experience Modifier Rate

To Whom It May Concern:

This is to confirm that Butler-Cohen LLC has the following NCCI Workers' Compensation Experience Rating Modifiers:

Effective Date Range	Experience Modifier Rating
05/01/2025-05/01/2026	0.89
04/15/2024-04/15/2025	0.85
04/15/2023-04/15/2024	0.87
04/15/2022-04/15/2023	0.89
04/15/2021-04/15/2022	0.87

Please feel free to contact me if you have any questions.

Sincerely,

J.D. Collado  
Senior Vice President  
McGriff, A Marsh & McLennan Agency LLC Company

**Contractor's Note: We have not yet received our 2025 EMR verification letter. We expect the Experience Modification Factor for 2025-2026 to be within the range depicted above.**

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.36, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Butler-Cohen LLC  
 Street 3200 Southwest freeway #1575  
 City Houston State TX Zip 77027  
 Industry description (e.g., *Manufacture of motor truck trailers*)  
General Contractor  
 North American Industrial Classification (NAICS), if known (e.g., 336212)  
2 3 6 2 2 0

Employment Information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 70  
 Total hours worked by all employees last year 140,764.10

Sign here *Edward Limas*

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Edward Limas Safety Director  
 Company executive Title  
 Phone 346-560-6106 Date 1/16/2025

Reset



OSHA's Form 300A (Rev. 04/2004)

**Summary of Work-Related Injuries and Illnesses**

**Note: You can type input into this form and save it.** Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free [Adobe PDF Reader](#).

Year **2022**

U.S. Department of Labor  
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of ... (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name Butler-Cohen LLC

Street 3200 Southwest Freeway, #1575

City Houston State TX Zip 77027

Industry description (e.g., *Manufacture of motor truck trailers*)

---

North American Industrial Classification (NAICS), if known (e.g., 336212)  
236220

**Employment information** (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 56

Total hours worked by all employees last year 93,905

**Sign here**

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Jonathan Torres Safety Manager

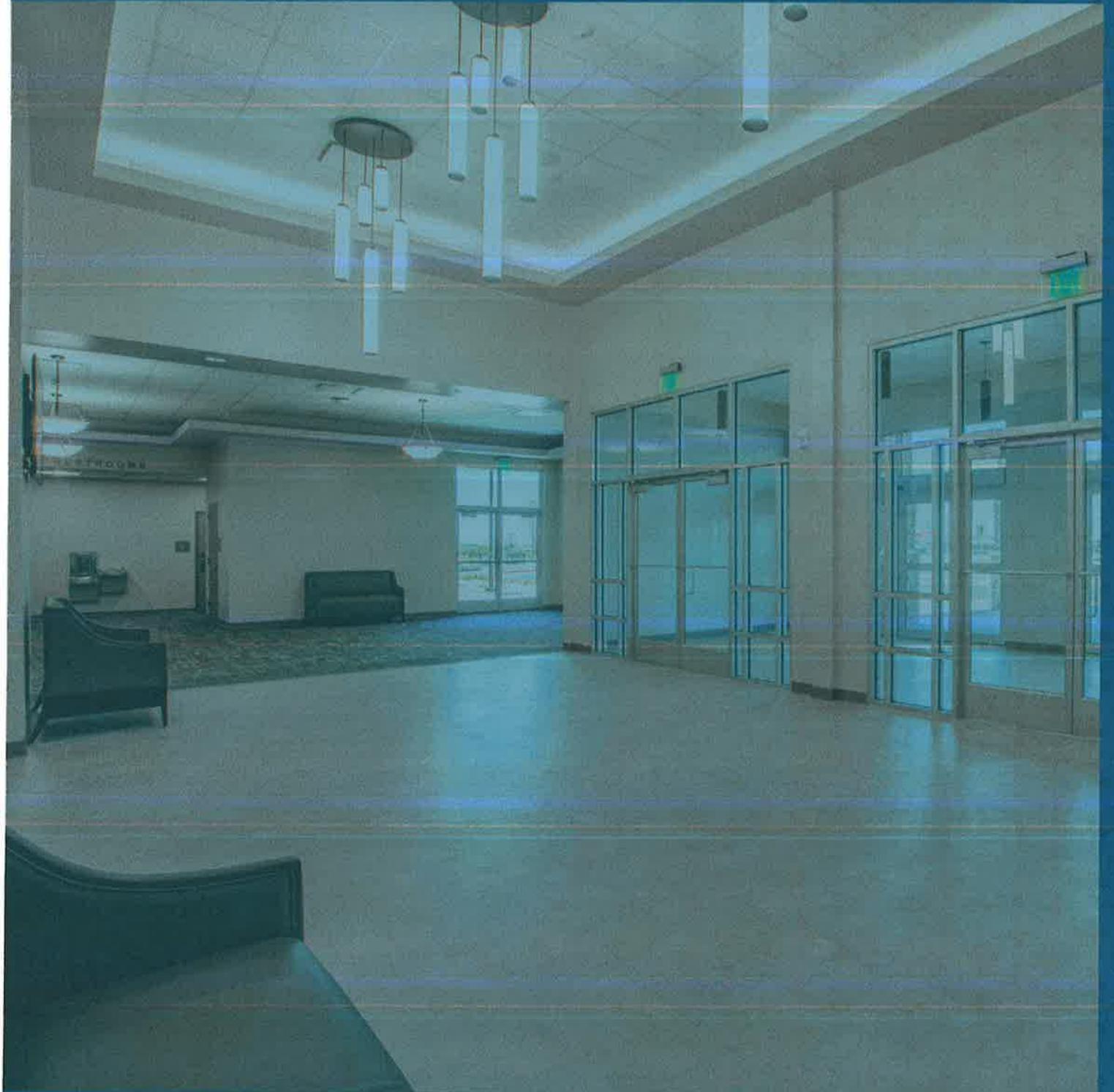
Company executive Title

Phone 713-876-2356 Date 12/31/2022

Reset

Exhibit A

2. CONTRACTOR'S QUALIFICATION STATEMENT AND ATTACHMENTS



3. KEY PERSONNEL

TAB 3

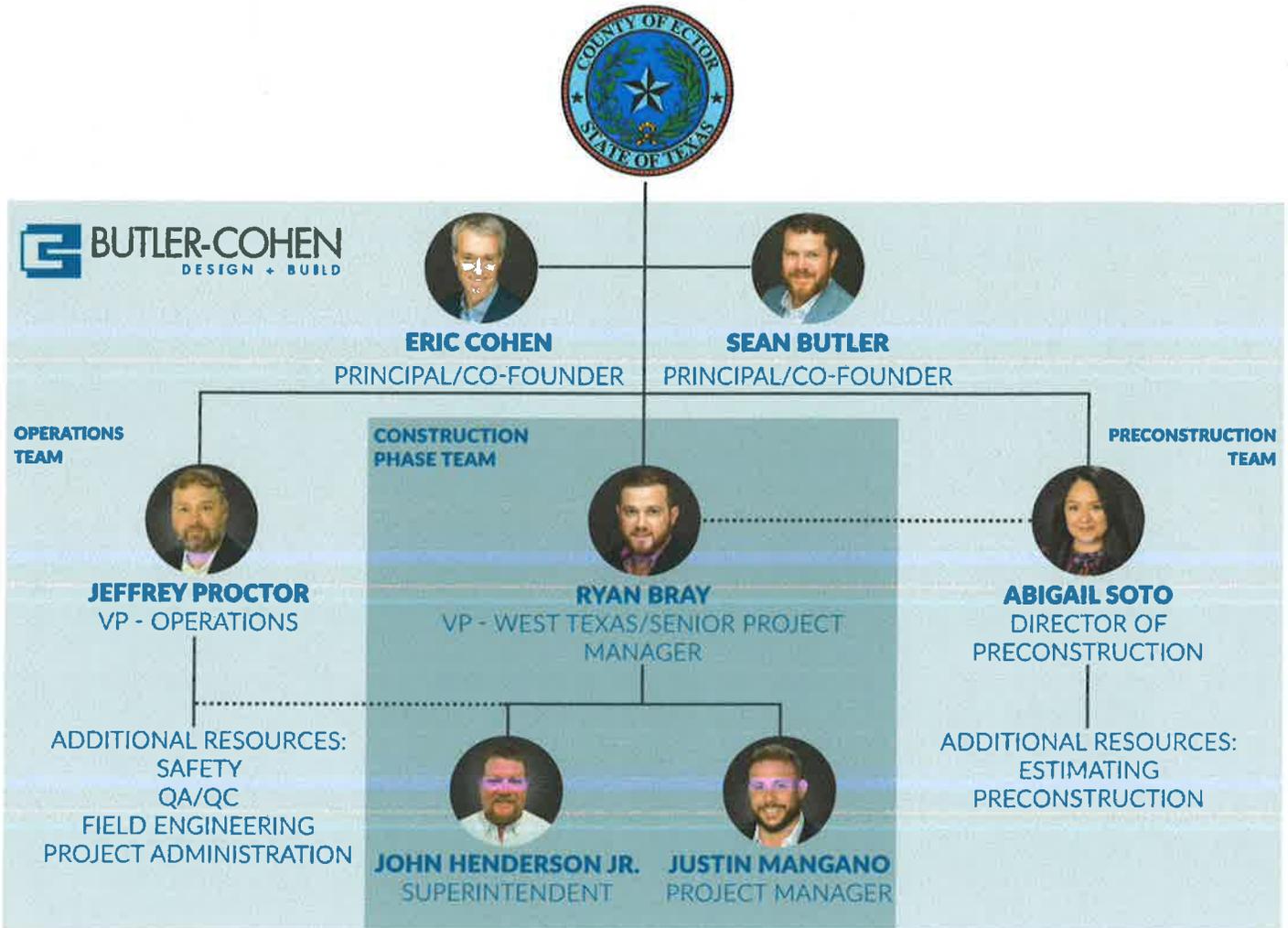
# KEY PERSONNEL

**KEY PERSONNEL**

We have provided an organizational chart below outlining the key personnel for this Project and our organization, including:

- Principal-in-Charge: Sean Butler
- Project Executive/VP of West Texas: Ryan Bray
- Superintendent: John Henderson Jr.
- Project Manager: Justin Mangano

We have also included in the chart additional resources within our organization that will be involved in various stages of the project, including the Preconstruction and Estimating team, Safety team, QA/QC and Field Engineering team, and Project Administration/Accounting.





## SEAN BUTLER

PRINCIPAL & CO-FOUNDER

Sean is a seasoned construction professional with over 20 years of experience in overseeing all phases of design and construction. Sean received his Bachelor of Science in Construction Management from Texas A&M University and is well-versed in project management, design coordination and planning, and building code and development regulations compliance.

Sean's team-oriented approach to the development, design and construction of a wide array of project types provides clients, design professionals and contractors with the tools needed to achieve schedule and budget goals that many may think are unachievable. Sean is a Design-Builder certified by the Design Build Institute of America, and is an active member of several industry organizations including the Texas Charter School Association and ACA.

### Education

Texas A&M University  
Bachelor of Science in  
Construction Science

### Industry Experience

20+ Years

Butler-Cohen  
Since March 2014

Hale-Mills Construction  
2001-2014

### Affiliations/ Memberships

Member of Design/Build  
Institute of America

Member of Associated  
General Contractors of  
America

American Correctional  
Association

Texas Charter School  
Association

### Project Experience

- + Ward County Law Enforcement Center - Monahans, Texas
- + Howard County Sheriff's Office Expansion - Big Spring, Texas
- + Bexar County Jail - South Tower - San Antonio, Texas
- + Kendall County Jail Expansion - Boerne, Texas
- + Essence Preparatory Public School - San Antonio, Texas
- + Trinity Basin Preparatory - Panola Campus - Fort Worth, Texas
- + Trinity Basin Preparatory - Bolt Campus - Fort Worth, Texas
- + Texas Parks & Wildlife Tyler Nature Center - Tyler, Texas
- + Aransas National Wildlife Refuge - Austwell, Texas
- + Martin County Community Complex - Stanton, Texas
- + Ward County Law Enforcement Center - Monahans, Texas
- + Shell STCH Campus RCRL Laboratory - Houston, Texas
- + Orientation Training Center - Gregory, Texas
- + Haldor Topsoe International - Admin and Change Room Buildings - Pasadena, Texas
- + Atascosa County Jail - Jourdanton, Texas
- + Texas City ISD Industrial Trades Center - Texas City, Texas
- + Jones County Detention Facility - Anson, Texas
- + Jack & Sophia Bender Memorial Chapel - Houston, Texas
- + Willacy County Detention Facility - Raymondville, Texas
- + Reeves County Detention Facility - Pecos, Texas



## RYAN BRAY

VICE PRESIDENT - WEST TEXAS | PROJECT EXECUTIVE

Ryan provides project leadership for the entire life cycle of the project, from the Preconstruction phase through final completion and warranty period. Ryan has completed a variety of projects in the criminal justice/government, industrial and commercial market sectors, and has experience with a variety of delivery methods, including Design-Build, CMAR and hard bid. He is responsible for ensuring that all subcontractor work meets the quality standards set forth by the program and Butler-Cohen's standards. He has a proven track record in executing complex projects on time and on budget.

### Education

Texas A&M University  
Bachelor of Science in  
Construction Science

### Industry Experience

13 years

Butler-Cohen,  
2018-present

J.T. Vaughn Construction,  
2012-2018

### Project Experience

- + Martin County Events Center/Community Center - Stanton, TX
- + Ward County Law Enforcement Center - Monahans, TX
- + Big Spring Detention Facility Renovations - Big Spring, TX
- + Scurry County EMS Station - Snyder, TX
- + Bluebonnet Detention Facility ICE Administration Building - Anson, TX
- + Bluebonnet Detention Facility renovations - Anson, TX
- + Reeves County Detention Facility renovations - Pecos, TX
- + Ellen Lighting Warehouse Expansion - Houston, TX
- + BASE High School Athletic Facility - San Antonio, TX
- + ExxonMobil BTEC Roof Replacements - Baytown, TX
- + Joe Corley ICE Administration Building - Conroe, Texas
- + Haldor Topsoe Administration Building/Change Room Building - Pasadena, Texas
- + Memorial Hermann - Hermann Pavilion II, Parking & Infrastructure Bldg.
- + NASA Johnson Space Center - Underground Condenser Water Piping Upgrades
- + NASA Johnson Space Center - Mall Area Window Wall Replacement
- + NASA Johnson Space Center - Substation (B221) Safety Repairs and Upgrades
- + NASA Johnson Space Center - Replace Boiler BR-24-4
- + NASA Johnson Space Center - Upgrade & Repair Electrical Systems Site Wide
- + NASA Johnson Space Center - Fire Alarm Network Upgrades Phase I
- + NASA Johnson Space Center - Modernize Chemical Treatment Bldg. 24



## JOHN HENDERSON

SUPERINTENDENT

John is a dedicated and experienced construction Superintendent with an educational background in Engineering and Agriculture, and a collaborative, team-oriented project approach. As a Superintendent, John has overseen a wide range of projects, including criminal justice, education, health care, and general commercial work, and possesses strong communication and leadership skills with Subcontractor crews, Architects, and Owners alike. He has a proven track record of successfully delivering quality projects safely, on schedule, and on budget.

### Industry Experience

11 years

Butler-Cohen LLC  
Since 2024

Joeris General  
Contractors  
2016-2024

City of San Marcos  
Construction Dept.  
2014-2016

### Education

Bachelor of Science in  
Engineering  
Texas A&M University

### Project Experience

- + Ward County Law Enforcement Center - Monahans, Texas
- + University of the Incarnate Word - Student Engagement Center - San Antonio, TX
- + Fasken Oil & Ranch - Multiple Projects - Midland, TX
  - VOP 3 PDC Energy - Office Space Buildout
  - VOP 5 Deli Buildout
  - VOP Well Site Enclosures & Pad Site Modifications - Phase 1
  - VOP Well Site Enclosures & Pad Site Modifications - Phase 2
  - VOP 5 XTO Energy - Office Space Buildout
  - CUDD Energy - Office Space Buildout
- + San Antonio ISD - Davis Middle School Remodel - San Antonio, TX
- + San Antonio ISD - Sam Houston High School Addition and Renovation - San Antonio, TX
- + University Hospital Systems - Women and Childrens Hospital
- + University of Texas Health Science Center - San Antonio, TX



**JUSTIN MANGANO**  
PROJECT MANAGER

Justin is a detail-oriented Project Manager with a background in industrial and commercial construction. He began his career as a field engineer, and this experience serves as an important asset to his Project Management style. He brings an intimate knowledge of the complete project life cycle to every project he works on, including an understanding of complex scheduling and delivery requirements, down to granular, field-level issues. His wide range of project experience has provided him with the knowledge and skills to successfully execute a project from start to finish.

**Industry Experience**

12 years

Butler-Cohen  
2024-Present

The McDonnell Group  
2021-2024

MAPP  
2019-2021

Woodward Design + Build  
2016-2019

Arkel Constructors  
2014-2016

CB&I  
2014

**Education**

Louisiana State University  
Bachelor of Science in  
Construction Management

**Certifications/Awards**

OSHA 30-Hour

**Project Experience**

- + Martin County Community Complex - Stanton, TX
- + Carrizo Springs CISD - New Elementary and Intermediate Schools - Carrizo Springs, TX
- + Delgado Community College River Campus - Avondale, LA
- + Progressive Regional Office Building - Baton Rouge, LA
- + KBR Methanex G3 CCR Expansion - Geismar, LA
- + Marathon CCC Building - Garyville, LA
- + Marathon TTF Building - Garyville, LA
- + Entergy LCPS Admin/Warehouse - Westlake, LA
- + Entergy DOC - Baton Rouge, LA
- + Huntsman Blast-Resistant Warehouse - Conroe, TX
- + CITGO Ep2 Comfort Station - Corpus Christi, TX
- + Shintech CCR & Utility Expansion - Plaquemine, LA
- + Shintech VCM/CA Foundations - Plaquemine, LA
- + The Julia Condominiums - New Orleans, LA
- + Planet Fitness - Hattiesburg, MS
- + Walk-Ons Bistreaux & Bar - Conway AR
- + Walk-Ons Bistreaux & Bar - Tallahassee, FL
- + Regions Bank - Hammond - Hammond, LA
- + CB&I AP 1000 Nuclear Modules V.C. Summer & Vogtle - Lake Charles, LA



TAB 4

# INSURANCE CLAIMS AND LITIGATION DURING THE LAST FIVE YEARS

4. INSURANCE CLAIMS AND LITIGATION DURING THE LAST FIVE YEARS

#### **4. INSURANCE CLAIMS AND LITIGATION DURING THE LAST FIVE YEARS**

##### **Insurance claims and litigation during the last five (5) years.**

The only claim in the last five years was a lawsuit filed by a third-party lien claimant. This claim has been resolved.

There have been no claims, arbitrations, or lawsuits by or against Project Owners in the Company's history. Butler-Cohen has never failed to complete any work awarded to it.



TAB 5

# PROPOSAL SECURITY AND CERTIFICATIONS

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Butler-Cohen LLC  
3200 Southwest Freeway, Suite 1575  
Houston, TX 77027

**SURETY:**

*(Name, legal status and principal place of business)*

Hartford Accident and Indemnity Company  
One Hartford Plaza  
Hartford, CT 06155-0001

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

**OWNER:**

*(Name, legal status and address)*

Ector County  
300 N. Grant Ave.  
Odessa, TX 79761

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Ector County Juvenile Justice Center, 1401 East Yukon Road, Odessa, TX 79762

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of September, 2025

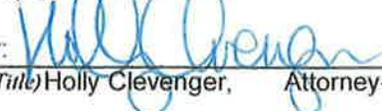
  
\_\_\_\_\_  
*(Witness)*

Butler-Cohen LLC  
*(Principal)* \_\_\_\_\_ *(Seal)*

By:   
*(Title)* Pres.

  
\_\_\_\_\_  
*(Witness)*

Hartford Accident and Indemnity Company  
*(Surety)* \_\_\_\_\_ *(Seal)*

By:   
*(Title)* Holly Clevenger, Attorney-in-Fact

Direct Inquiries, Bond Authenticity

and Claims to:

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WILLIS TOWERS WATSON INS SVCS WEST

Agency Code: 46-460120

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Luke J. Nolan, Bryan M. Caneschi, Saykham Chanthasone, Michelle Anne McMahon, Mercedes Phothirath, Joshua Sanford, Jynell Marie Whitehead, Jennifer Godere, Kathryn Pryor, Richard Hackner, Doritza Mojica, Sarah Murtha, Connor Wolpert, Iliana Ryan, Vincent Ansiaux, Erin Brooks, Holly Clevenger, Christine Clinger, Jack M. Crowley, Deborah English, Sean Heidrick, Daphne Massey, Laurie Pflug, Rebecca Sanford, Rebecca S. Thacker , Misty Witt of DALLAS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Phyllis A. Clark*

Phyllis A. Clark, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Mariluz Aree*

Mariluz Aree  
My Commission HI1 287363  
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 24, 2025.

Signed and sealed in Houston, Texas.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

**The Hartford  
Hartford Financial Products  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
1-212-277-0400**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 490-1007  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for your information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

**The Hartford  
Hartford Financial Products  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 490-1007  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Ector County Juvenile Justice Center  
Odessa, Texas

Issue for Permit & Bid - 08/19/2025

HOK Project No. 24.09033.00

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM</b>
<b>CIQ</b>		<b>OFFICE USE ONLY</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.00G (a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity. Butler-Cohen LLC</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.   <div style="text-align: center; margin: 10px 0;"> <u>John M. Henderson</u>                      Name of Officer                 </div> </p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;"> <b>A.</b> Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      John M. Henderson's son, John M. Henderson II, began working for Butler-Cohen LLC on 3/4/24 as a Project Superintendent                 </p> <p style="margin-left: 40px;"> <b>B.</b> Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. N/A</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		

**Exhibit A**

**5. PROPOSAL SECURITY AND CERTIFICATIONS**

Issue for Permit & Bid - 08/19/2025

HOK Project No. 24.09033.00

Ector County Juvenile Justice Center  
Odessa, Texas

7	 Signature of vendor doing business with the governmental entity	12/30/2024 Date
---	--	--------------------

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
		1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Butler-Cohen LLC Houston, TX United States		<b>CERTIFICATION OF FILING</b> Certificate Number: 2025-1372443	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Ector County		Date Filed: 10/03/2025	
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> 24.09033.00 Ector County Juvenile Justice Center - General Construction work including a 1 story building of approximately 62,436 square feet		Date Acknowledged:	
4		Nature of interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
Butler, Sean	Houston, TX United States	X	
Cohen, Eric	Houston, TX United States	X	
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>			
<b>6 UNSWORN DECLARATION</b> My name is <u>Eric M. Cohen</u> and my date of birth is <u>2/15/1968</u> My address is <u>3200 Southwest Freeway, Ste 1575</u> , <u>Houston</u> , <u>TX</u> , <u>77035</u> , <u>USA</u> <small>(city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Harris</u> County, State of <u>TX</u> , on the <u>3rd</u> day of <u>October</u> , 20 <u>25</u> . <small>(month) (year)</small> <div style="text-align: center; margin-top: 10px;">   <hr style="width: 40%; margin: 0 auto;"/>                     Signature of authorized agent of contracting business entity                      (Declarant)                 </div>			

### ECTOR COUNTY House Bill 89 Verification

I, Eric M. Cohen (Person name), the undersigned representative of (Company or Business name) Butler-Cohen LLC (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/3/2025  
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 3rd day of October, 2025, personally appeared

Eric M. Cohen, the above-named person, who after by me, being duly sworn did swear and confirm that the above is true and correct.

NOTARY SEAL



NOTARY SIGNATURE

10/3/25  
DATE

### ECTOR COUNTY SENATE BILL 13 VERIFICATION FORM

This section applies only to a contract that:

- 1) is between a government entity and a company with 10 or more full-time employees;
- 2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I Eric M. Cohen (Person's Name), the undersigned Representative of Butler-Cohen LLC (Company Name or Business Name; hereafter referred to as Company) being an adult over the age of eighteen (18) years, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle A, Title 8, Government Code Chapter 809:

1. Does not boycott Energy Companies; and
2. Will not boycott energy companies during the term of the contract.

For a full text version of Subtitle F, Title 10, Government Code Chapter 809 please visit: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.809.htm>.

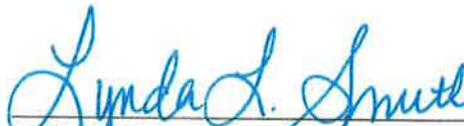
10/3/2025  
DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 3rd day of October, 2025, personally appeared Eric M. Cohen, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



  
NOTARY SIGNATURE

10/3/25  
DATE

ECTOR COUNTY
SENATE BILL 19 VERIFICATION FORM

This section applies only to a contract that:

- [X] 1) is between a government entity and a company with 10 or more full-time employees;
[X] 2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I Eric M. Cohen (Person's Name), the undersigned Representative of Butler-Cohen LLC (Company Name or Business Name; hereafter referred to as Company) being an adult over the age of eighteen (18) years, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

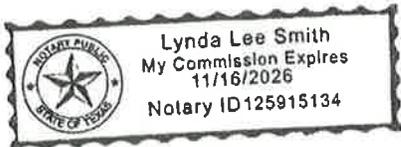
- 1. Does not have a practice, policy guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate companies during the term of the contract.

For a full text version of Subtitle F, Title 10, Government Code Chapter 2274 please visit: https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.v3.htm.

10/3/2025 DATE Eric M Cohen SIGNATURE OF COMPANY REPRESENTATIVE

On this the 3rd day of October, 2025, personally appeared Eric M. Cohen, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Lynda L. Smith NOTARY SIGNATURE
10/3/25 DATE

ECTOR COUNTY
Senate Bill 252 Verification

I, Eric M. Cohen (Person's name), the undersigned

representative of (Company or Business name) Butler-Cohen LLC

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Government Code Chapter 2252:

- 1. Is not engaged in business by Contracts or Investments with Iran, Sudan, or Foreign Terrorist Organizations; and
2. Will not engage to do business by Contracts or Investments with Iran, Sudan, or Foreign Terrorist Organizations during the term of the contract.

Pursuant to Section 2252.151, Texas Government Code:

- 1. "Foreign Terrorist Organization" means an organization designed as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U. S. C. Section 1189.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

10/3/2025
DATE

Handwritten signature of Eric M. Cohen

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 3rd day of October, 2025, personally appeared

Eric M. Cohen, the above-named person, who after by me, being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Handwritten signature of Lynda Lee Smith
NOTARY SIGNATURE

10/3/25
DATE





TAB 6

# REFERENCES

Ector County Juvenile Justice Center  
Odessa, Texas

6. REFERENCES  
Issue for Permit & Bid - 08/19/2025  
HOK Project No. 24.09033.00

**VENDOR REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of the work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR BID.**

*REFERENCE ONE*

Government/Company Name: Ward County  
Address: 400 S. Allen Avenue, Suite 100, Monahans, TX 79756  
Contact Person and Title: Hon. Greg Holly, County Judge  
Phone: (432) 943-3200 Fax: gholly@co.ward.tx.us  
Contract Period: Feb 2024-Sept 2025 Scope of Work: Ground-up jail & sheriff's office facility

*REFERENCE TWO*

Government/Company Name: Martin County  
Address: 301 N St. Peter St., Stanton, TX 79782  
Contact Person and Title: Kenny Stewart, County Commissioner  
Phone: (432) 607-3535 Fax: kstewart@co.martin.tx.us  
Contract Period: June 2023-May 2025 Scope of Work: Ground-up rodeo arena and community complex

*REFERENCE THREE*

Government/Company Name: Kendall County  
Address: 201 E San Antonio Ave #127, Boerne, TX 78006  
Contact Person and Title: Richard Chapman, County Commissioner  
Phone: (210) 394-3937 Fax: richard.chapman@co.kendall.tx.us  
Contract Period: December 2022-November 2023 Scope of Work: Expansion of existing county jail



**HOUSTON OFFICE**  
3200 Southwest Freeway  
Suite 1575  
Houston, Texas 77027

**PERMIAN BASIN OFFICE**  
223 West Wall Street  
Suite 200  
Midland, TX 79701

713.534.1800  
[info@butlercohen.com](mailto:info@butlercohen.com)

# Exhibit B



Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
1401 East Yukon Rd.  
Odessa, Texas 79762

## Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
<b>00 - Procurement and Contracting Requirements</b>					
00 01 01	Project Title Page	0	08/19/25	11/20/25	Initial
00 01 02	City of Odessa City Specifications	0	08/19/25	11/20/25	Initial
00 01 07	Seal Page	1	08/19/25	11/20/25	Initial
00 01 10	Table of Contents	3	09/08/25		Addendum 2
00 11 11	Advertisement for Proposals	1	09/08/25		Addendum 2
00 11 53	Request for Qualifications	1	09/08/25		Addendum 2
00 21 16	Instructions to Proposers	1	09/08/25		Addendum 2
00 21 18	Ector County Master Service Agreement (MSA)	0	08/19/25	11/20/25	Initial
00 31 00	Available Project Information	0	08/19/25	11/20/25	Initial
00 42 00	Proposal Forms	0	08/19/25	11/20/25	Initial
00 42 01	Conflict of Interest Questions	0	08/19/25	11/20/25	Initial
00 42 02	HB1295 Attachment	0	08/19/25	11/20/25	Initial
00 42 03	WCC Rule 110.110 Workers Compensation Insurance Coverage	0	08/19/25	11/20/25	Initial
00 42 04	Vendor References	0	08/19/25	11/20/25	Initial
00 42 05	HB889, SB 13, SB 19, and SB 252 Verification	0	08/19/25	11/20/25	Initial
00 43 00	Procurement Form Supplements	1	09/08/25		Addendum 2
00 43 25	Substitution Requirements	0	08/19/25	11/20/25	Initial
00 52 00	Agreement Form	0	08/19/25	11/20/25	Initial
00 54 10	Weather Table	0	08/19/25	11/20/25	Initial
<b>01 - General Requirements</b>					
01 00 01	Ector County Bid Requirements	0			None
01 00 02	Facilities General Requirements	0	08/19/25	11/20/25	Initial
01 10 00	Summary	0	08/19/25	11/20/25	Initial
01 25 00	Substitution Procedures	0	08/19/25	11/20/25	Initial
01 25 01	Substitution Request Form	0	08/19/25	11/20/25	Initial
01 26 00	Contract Modification Procedures	0	08/19/25	11/20/25	Initial
01 29 00	Payment Procedures	0	08/19/25	11/20/25	Initial
01 31 00	Project Management and Coordination	0	08/19/25	11/20/25	Initial
01 32 00	Construction Progress Documentation	0	08/19/25	11/20/25	Initial
01 33 00	Submittal Procedures	0	08/19/25	11/20/25	Initial
01 40 00	Quality Requirements	0	08/19/25	11/20/25	Initial
01 42 00	References	0	08/19/25	11/20/25	Initial

# Exhibit B



Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
1401 East Yukon Rd.  
Odessa, Texas 79762

Number	Description	Revision	Issued Date	Received Date	Set
01 42 39	Mockups				
01 45 29	Testing Laboratory Services	0	08/19/25	11/20/25	Initial
01 50 00	Temporary Facilities and Controls	0	08/19/25	11/20/25	Initial
01 60 00	Product Requirements	0	08/19/25	11/20/25	Initial
01 63 00	Execution Requirements	0	08/19/25	11/20/25	Initial
01 73 29	Cutting and Patching	0	08/19/25	11/20/25	Initial
01 74 19	Construction Waste Management and Disposal	0	08/19/25	11/20/25	Initial
01 77 00	Closeout Procedures	0	08/19/25	11/20/25	Initial
01 78 23	Operation and Maintenance Data	0	08/19/25	11/20/25	Initial
01 78 39	Project Record Documents	0	08/19/25	11/20/25	Initial
01 78 40	Electronic Data Transfer Agreement	0	08/19/25	11/20/25	Initial
01 81 84	Sustainable Design Requirements	0	08/19/25	11/20/25	Initial
01 91 13	General Commissioning Requirements	0	08/19/25	11/20/25	Initial
<b>03 - Concrete</b>					
03 01 33	Concrete Sealer	0	08/19/25	11/20/25	Initial
03 10 00	Concrete Formwork	0	08/19/25	11/20/25	Initial
03 20 00	Concrete Reinforcement	0	08/19/25	11/20/25	Initial
03 30 00	Cast-in-Place Concrete	0	08/19/25	11/20/25	Initial
03 35 43	Polished Concrete Finishing	0	08/19/25	11/20/25	Initial
03 47 13	Tilt-Up Precast Concrete	1	10/06/25		Addendum 4
03 54 16	Hydraulic Cement Underlayment	0	08/19/25	11/20/25	Initial
<b>04 - Masonry</b>					
04 22 00	Concrete Unit Masonry	0	08/19/25	11/20/25	Initial
04 42 00	Exterior Stone Cladding	0	08/19/25	11/20/25	Initial
<b>05 - Metals</b>					
05 12 00	Structural Steel	0	08/19/25	11/20/25	Initial
05 21 00	Steel Joist	0	08/19/25	11/20/25	Initial
05 30 00	Metal Decking	0	08/19/25	11/20/25	Initial
05 50 00	Metal Fabrications	0	08/19/25	11/20/25	Initial
05 54 00	Cold-Formed Metal Framing	0	08/19/25	11/20/25	Initial
<b>06 - Wood, Plastics, and Composites</b>					
06 10 00	Miscellaneous Rough Carpentry	0	08/19/25	11/20/25	Initial
06 16 00	Sheathing	0	08/19/25	11/20/25	Initial
06 40 00	Architectural Woodwork	0	08/19/25	11/20/25	Initial
<b>07 - Thermal and Moisture Protection</b>					
07 19 00	Water Repellents	0	08/19/25	11/20/25	Initial
07 21 00	Thermal Insulation	0	08/19/25	11/20/25	Initial

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Number	Description	Revision	Issued Date	Received Date	Set
07 21 50	Sprayed Thermal Insulation	0	08/19/25	11/20/25	Initial
07 21 80	Fluid Applied Thermal Insulation	0	08/19/25	11/20/25	Initial
07 27 26	Fluid-Applied Membrane Air Barriers	0	08/19/25	11/20/25	Initial
07 41 50	Aluminum RainScreen - Wall and Soffit Panels	0	08/19/25	11/20/25	Initial
07 42 13	Formed Metal Wall Panels	0	08/19/25	11/20/25	Initial
07 42 47	Ultra High-Performance Cement Panels	0	08/19/25	11/20/25	Initial
07 54 23	Thermoplastic-Polyolefin Roofing	0	08/19/25	11/20/25	Initial
07 62 00	Sheet Metal Flashing and Trim	0	08/19/25	11/20/25	Initial
07 71 00	Roof Specialties	0	08/19/25	11/20/25	Initial
07 72 00	Roof Accessories	0	08/19/25	11/20/25	Initial
07 81 00	Applied Fire Protection	0	08/19/25	11/20/25	Initial
07 84 13	Penetration Firestopping	0	08/19/25	11/20/25	Initial
07 84 46	Fire-Resistive Joint Systems	0	08/19/25	11/20/25	Initial
07 92 00	Joint Sealants	0	08/19/25	11/20/25	Initial
07 92 10	Security Joint Sealants	0	08/18/25	11/20/25	Initial
<b>08 - Openings</b>					
08 11 13	Hollow Metal Doors and Frames	0	08/19/25	11/20/25	Initial
08 12 16	Aluminum Frames	0	08/19/25	11/20/25	Initial
08 14 16	Flush Wood Doors	0	08/19/25	11/20/25	Initial
08 31 13	Access Doors and Frames	0	08/19/25	11/20/25	Initial
08 33 23	Overhead Coiling Doors	0	08/19/25	11/20/25	Initial
08 35 13	Accordion Folding Doors-Partitions	0	08/19/25	11/20/25	Initial
08 41 13	Aluminum-Framed Entrances and Storefronts	0	08/19/25	11/20/25	Initial
08 43 23	Steel-Framed Storefronts	0	08/19/25	11/20/25	Initial
08 44 13	Glazed Aluminum Curtain Walls	0	08/19/25	11/20/25	Initial
08 62 00	Unit Skylights	0	08/19/25	11/20/25	Initial
08 71 00	Door Hardware	0	08/19/25	11/20/25	Initial
08 80 00	Glazing	0	08/19/25	11/20/25	Initial
<b>09 - Finishes</b>					
09 05 61	Moisture Vapor Emission Control	0	08/19/25	11/20/25	Initial
09 29 00	Gypsum Board Assemblies	0	08/19/25	11/20/25	Initial
09 30 00	Tiling	0	08/19/25	11/20/25	Initial
09 51 00	Acoustical Panel Ceilings	0	08/19/25	11/20/25	Initial
09 65 13	Resilient Base and Accessories	0	08/19/25	11/20/25	Initial
09 65 19	Resilient Flooring	0	08/19/25	11/20/25	Initial
09 65 36	Static-Control Resilient Flooring	0	08/19/25	11/20/25	Initial
09 65 66	Resilient Athletic Flooring	0	08/19/25	11/20/25	Initial

# Exhibit B



Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
1401 East Yukon Rd.  
Odessa, Texas 79762

Number	Description	Revision	Issued Date	Received Date	Set
09 66 23	Resinous Matrix Terrazzo Flooring	0	08/19/25	11/20/25	Initial
09 68 10	Carpeting	0	08/19/25	11/20/25	Initial
09 72 00	Wall Coverings	0	08/19/25	11/20/25	Initial
09 72 16	Fiberglass Reinforced Plastic (FRP) Panels	0	08/19/25	11/20/25	Initial
09 84 33	Sound-Absorbing Wall Units	0	08/19/25	11/20/25	Initial
09 91 00	Painting	0	08/19/25	11/20/25	Initial
09 96 23	Seamless High-Performance Coatings	1	10/06/25		Addendum 4
09 96 46	Intumescent Painting	0	08/19/25	11/20/25	Initial
<b>10 - Specialties</b>					
10 11 00	Visual Display Units	0	08/19/25	11/20/25	Initial
10 14 00	Wayfinding Signage	0	08/19/25	11/20/25	Initial
10 21 13	Toilet Compartments	0	08/19/25	11/20/25	Initial
10 26 00	Wall and Door Protection	0	08/19/25	11/20/25	Initial
10 28 13	Toilet & Bath Accessories	0	08/19/25	11/20/25	Initial
10 44 00	Fire Protection Specialties	0	08/19/25	11/20/25	Initial
10 51 23	Plastic-Laminate-Clad Lockers	0	09/08/25		Addendum 2
10 71 13	Exterior Sun Control Devices	0	08/19/25	11/20/25	Initial
10 73 00	Protective Covers	0	08/19/25	11/20/25	Initial
10 75 16	Ground-Set Flagpoles	0	08/19/25	11/20/25	Initial
10 82 00	Louvered Roof-Top Equipment Screens	0	08/19/25	11/20/25	Initial
<b>11 - Equipment</b>					
11 19 00	General Provision For Detention Work	0	08/19/25	11/20/25	Initial
11 19 08	Security Glazing	0	08/19/25	11/20/25	Initial
11 19 13	Detention Hollow Metal Doors and Frames	0	08/19/25	11/20/25	Initial
11 19 50	Detention Panel Ceiling Systems	0	08/19/25	11/20/25	Initial
11 19 53	Detention Door Hardware	1	10/06/25		Addendum 4
11 19 63	Detention Furnishings	0	08/19/25	11/20/25	Initial
11 19 90	Woven Rod Security Barriers	0	08/19/25	11/20/25	Initial
11 19 93	Tamper-Resistant Metal Fasteners	0	08/19/25	11/20/25	Initial
11 30 13	Residential Appliances	0	08/19/25	11/20/25	Initial
11 66 00	Athletic Equipment	0	08/19/25	11/20/25	Initial
11 98 16	Gun Lockers	0	08/19/25	11/20/25	Initial
<b>12 - Furnishings</b>					
12 24 13	Roller Window Shades	0	08/19/25	11/20/25	Initial
<b>21 - Fire Suppression</b>					
21 05 17	Sleeves and Sleeve Seals for Fire-Suppression Piping	0	08/19/25	11/20/25	Initial
21 05 18	Escutcheons for Fire-Suppression Piping	0	08/19/25	11/20/25	Initial

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Number	Description	Revision	Issued Date	Received Date	Set
21 05 23	General-Duty Valves for Water-Based Fire-Suppression Piping	0	08/19/25	11/20/25	Initial
21 05 29	Hangers and Supports for Fire-Suppression Piping and Equipment	0	08/19/25	11/20/25	Initial
21 05 53	Identification for Fire-Suppression Piping and Equipment	0	08/19/25	11/20/25	Initial
21 08 00	Commissioning of Fire Suppression	0	08/19/25	11/20/25	Initial
21 11 00	Facility Fire-Suppression Water-Service Piping	0	08/19/25	11/20/25	Initial
21 11 19	Fire-Department Connections	0	08/19/25	11/20/25	Initial
21 13 13	Wet-Pipe Sprinkler Systems	0	08/19/25	11/20/25	Initial
<b>22 - Plumbing</b>					
22 05 17	Sleeves and Sleeve Seals for Plumbing Piping	0	08/19/25	11/20/25	Initial
22 05 19	Meters and Gages for Plumbing Piping	0	08/19/25	11/20/25	Initial
22 05 23.12	Ball Valves for Plumbing Piping	0	08/19/25	11/20/25	Initial
22 05 23.13	Butterfly Valves for Plumbing Piping	0	08/19/25	11/20/25	Initial
22 05 23.14	Check Valves for Plumbing Piping	0	08/19/25	11/20/25	Initial
22 05 23.15	Gate Valves for Plumbing Piping	0	08/19/25	11/20/25	Initial
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	0	08/19/25	11/20/25	Initial
22 05 53	Identification for Plumbing Piping and Equipment	0	08/19/25	11/20/25	Initial
22 07 19	Plumbing Piping Insulation	0	08/19/25	11/20/25	Initial
22 08 00	Commissioning of Plumbing	0	08/19/25	11/20/25	Initial
22 11 16	Domestic Water Piping	0	08/19/25	11/20/25	Initial
22 11 19	Domestic Water Piping Specialties	0	08/19/25	11/20/25	Initial
22 11 23.21	Inline, Domestic Water Pumps	0	08/19/25	11/20/25	Initial
22 13 13	Facility Sanitary Sewers	0	08/19/25	11/20/25	Initial
22 13 16	Sanitary Waste and Vent Piping	0	08/19/25	11/20/25	Initial
22 13 19.13	Sanitary Drains	0	08/19/25	11/20/25	Initial
22 14 23	Storm Drainage Piping Specialties	0	08/19/25	11/20/25	Initial
22 31 00	Domestic Water Softeners	0	08/19/25	11/20/25	Initial
22 33 00	Electric Domestic-Water Heaters	0	08/19/25	11/20/25	Initial
22 34 00	Fuel-Fired Domestic Water Heaters	0	08/19/25	11/20/25	Initial
22 42 13.13	Commercial Water Closets	0	08/19/25	11/20/25	Initial
22 42 13.16	Commercial Urinals	0	08/19/25	11/20/25	Initial
22 42 16.13	Commercial Lavatories	0	08/19/25	11/20/25	Initial
22 42 16.16	Commercial Sinks	0	08/19/25	11/20/25	Initial
22 45 00	Emergency Plumbing Fixtures	0	08/19/25	11/20/25	Initial
22 46 00	Security Plumbing Fixtures	0	10/06/25		Addendum 4
22 47 16	Pressure Water Coolers	0	08/19/25	11/20/25	Initial
22 47 23	Remote Water Coolers	0	08/19/25	11/20/25	Initial
<b>23 - Heating, Ventilating, and Air Conditioning (HVAC)</b>					

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Number	Description	Revision	Issued Date	Received Date	Set
23 05 00	Common Work Results for HVAC	0	08/19/25	11/20/25	Initial
23 05 13	Common Motor Requirements for HVAC Equipment	0	08/19/25	11/20/25	Initial
23 05 17	Sleeves and Sleeve Seals for HVAC Piping	0	08/19/25	11/20/25	Initial
23 05 18	Escutcheons for HVAC Piping	0	08/19/25	11/20/25	Initial
23 05 29	Hangers and Supports for HVAC Piping and equipment	0	08/19/25	11/20/25	Initial
23 05 29.13	Hangers and Supports for Roof mounted equipment	0	08/19/25	11/20/25	Initial
23 05 48.13	Vibration Controls for HVAC	0	08/19/25	11/20/25	Initial
23 05 53	Identification for HVAC Piping and Equipment	0	08/19/25	11/20/25	Initial
23 05 93	Testing, Adjusting, and Balancing for HVAC	0	08/19/25	11/20/25	Initial
23 07 13	Duct Insulation	0	08/19/25	11/20/25	Initial
23 07 19	HVAC Piping Insulation	0	08/19/25	11/20/25	Initial
23 11 23	Facility Natural-Gas Piping	0	08/19/25	11/20/25	Initial
23 21 13	Hydronic Piping	0	08/19/25	11/20/25	Initial
23 31 13	Metal Ducts	0	08/19/25	11/20/25	Initial
23 33 00	Air Duct Accessories	0	08/19/25	11/20/25	Initial
23 33 13	Dampers	0	08/19/25	11/20/25	Initial
23 34 23	HVAC Power Ventilators	0	08/19/25	11/20/25	Initial
23 36 16	Variable-Air-Volume Units	0	08/19/25	11/20/25	Initial
23 37 13	Diffusers, Registers, and Grilles	0	08/19/25	11/20/25	Initial
23 37 23	HVAC Gravity Ventilators	0	08/19/25	11/20/25	Initial
23 51 00	Gas Vents	0	08/19/25	11/20/25	Initial
23 55 33.16	Gas-Fired Unit Heaters	0	08/19/25	11/20/25	Initial
23 74 16.11	Packaged Rooftop Air-Conditioning Units	0	08/19/25	11/20/25	Initial
23 81 23.13	Computer-Room Air-Conditioners, Ceiling mounted Units	0	08/19/25	11/20/25	Initial
23 81 26	Split-System Air-Conditioners	0	08/19/25	11/20/25	Initial
23 82 16.14	Electric Resistance Air Coils	0	08/19/25	11/20/25	Initial
23 82 39.19	Wall and Ceiling Unit Heaters	0	08/19/25	11/20/25	Initial
23 83 13	Radiant-Heating Electric Cables	0	08/19/25	11/20/25	Initial
<b>25 - Integrated Automation</b>					
25 50 13	Building Automation System (BAS)	1	10/06/25		Addendum 4
<b>26 - Electrical</b>					
26 05 00	Common Work Results for Electrical	1	10/06/25		Addendum 4
26 05 10	Electrical Service	0	10/06/25		Addendum 4
26 05 19	Low Voltage Electrical Power Conductors and Cables	0	10/06/25		Addendum 4
26 05 23	Control Voltage Electrical Cables	0	10/06/25		Addendum 4
26 05 26	Grounding and Bonding for Electrical Systems	0	10/06/25		Addendum 4
26 05 29	Hangers and Supports for Electrical Systems	1	10/06/25		Addendum 4

# Exhibit B



Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Number	Description	Revision	Issued Date	Received Date	Set
26 05 33	Raceway and Boxes for Electrical Systems	0	10/06/25		Addendum 4
26 05 34	Floor Boxes	0	08/19/25	11/20/25	Initial
26 05 43	Underground Ducts and Raceways	0	08/19/25	11/20/25	Initial
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	0	08/19/25	11/20/25	Initial
26 05 48	Vibration Controls for Electrical Systems	0	08/19/25	11/20/25	Initial
26 05 53	Identification for Electrical Systems	0	08/19/25	11/20/25	Initial
26 05 73	Overcurrent Protective Device Short Circuit and Coordination Studies	0	08/19/25	11/20/25	Initial
26 05 74	Overcurrent Protective Device Arc-Flash Study	0	08/19/25	11/20/25	Initial
26 05 76	Photometric Studies	0	08/19/25	11/20/25	Initial
26 08 00	Commissioning of Electrical Systems	0	08/19/25	11/20/25	Initial
26 09 12	Electricity Metering	0	08/19/25	11/20/25	Initial
26 09 23	Lighting Control Devices	0	08/19/25	11/20/25	Initial
26 09 43	Network Lighting Controls	0	08/19/25	11/20/25	Initial
26 22 13	Low-Voltage Distribution Transformers	0	08/19/25	11/20/25	Initial
26 24 13	Switchboards	0	08/19/25	11/20/25	Initial
26 24 16	Panelboards	0	08/19/25	11/20/25	Initial
26 27 26	Wiring Devices	0	08/19/25	11/20/25	Initial
26 28 13	Fuses	0	08/19/25	11/20/25	Initial
26 28 16	Enclosed Switches and Circuit Breakers	0	08/19/25	11/20/25	Initial
26 29 13	Enclosed Controllers	0	08/19/25	11/20/25	Initial
26 29 23	Variable-Frequency Motor Controllers	0	08/19/25	11/20/25	Initial
26 32 13	Diesel Engine Generators	0	08/19/25	11/20/25	Initial
26 33 23	Central Battery Equipment for Emergency Lighting	0	08/19/25	11/20/25	Initial
26 36 00	Transfer Switches	0	08/19/25	11/20/25	Initial
26 41 13	Lightning Protection for Structures	0	08/19/25	11/20/25	Initial
26 43 13	Surge Protective Devices	0	08/19/25	11/20/25	Initial
26 51 00	Interior Lighting	0	08/19/25	11/20/25	Initial
26 52 13	Emergency Lighting and Exit Signs	0	08/19/25	11/20/25	Initial
26 56 00	Exterior Lighting	0	08/19/25	11/20/25	Initial
<b>27 - Communications</b>					
27 05 00	Common Work Results for Communications Systems	0	08/19/25	11/20/25	Initial
27 05 26	Grounding and Bonding for Communications Systems	0	08/19/25	11/20/25	Initial
27 05 28	Pathways For Communication Systems	0	08/19/25	11/20/25	Initial
27 05 28.29	Hangers and Supports for Communications Systems	0	08/19/25	11/20/25	Initial
27 05 36	Cable Trays for Communications Systems	0	08/19/25	11/20/25	Initial
27 05 43	Underground Pathways and Structures for Communications Systems	0	08/19/25	11/20/25	Initial
27 05 44	Sleeves and Sleeve Seals for Communication Pathways and Cabling	0	08/19/25	11/20/25	Initial

Exhibit B



Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
1401 East Yukon Rd.  
Odessa, Texas 79762

Number	Description	Revision	Issued Date	Received Date	Set
27 05 53	Identification for Communications Systems	0	08/19/25	11/20/25	Initial
27 11 00	Communications Equipment Room Fittings	0	08/19/25	11/20/25	Initial
27 13 23	Communications Optical Fiber Backbone Cabling	0	08/19/25	11/20/25	Initial
27 15 13	Communications Copper Horizontal Cabling	0	08/19/25	11/20/25	Initial
27 41 16.65	Courtroom Audio Visual System	1	10/06/25		Addendum 4
27 41 43	Installation of Television Displays and Mounts	0	08/19/25	11/20/25	Initial
27 52 23	Nurse Call Systems	0	08/19/25	11/20/25	Initial
27 53 19	Distributed Antenna System	0	08/19/25	11/20/25	Initial
<b>28 - Electronic Safety and Security</b>					
28 05 00	Common Work Results for Electronic Safety and Security	0	08/19/25	11/20/25	Initial
28 05 13	Conductors and Cables for Electronic Safety and Security	0	08/19/25	11/20/25	Initial
28 05 20	Cabinets and Enclosures for Electronic Safety and Security	0	08/19/25	11/20/25	Initial
28 05 26	Grounding and Bonding for Electronic Safety and Security	0	08/19/25	11/20/25	Initial
28 05 28	Pathways for Electronic Safety and Security	0	08/19/25	11/20/25	Initial
28 05 28.29	Hangers and Supports for Electronic Safety and Security Systems	0	08/19/25	11/20/25	Initial
28 05 43	Underground Pathways and Structures for Electronic Safety and Security	0	08/19/25	11/20/25	Initial
28 05 44	Sleeves and Sleeve Seals for Electronic Safety and Security Pathways and Cabling	0	08/19/25	11/20/25	Initial
28 13 00	Access Control for Electronic Safety and Security	1	10/06/25		Addendum 4
28 23 00	Video Surveillance for Electronic Safety and Security	1	10/06/25		Addendum 4
28 31 11	Digital, Addressable Fire-Alarm Systems	0	08/19/25	11/20/25	Initial
28 46 19	PLC ELECTRONIC DETENTION MONITORING AND Control Systems	0	08/19/25	11/20/25	Initial
28 51 23	Intercommunications for Electronic Safety and Security	0	08/19/25	11/20/25	Initial
28 51 43	GUARD TOUR SYSTEM FOR ELECTRONIC SAFETY AND SECURITY	0	08/19/25	11/20/25	Initial
<b>32 - Exterior Improvements</b>					
32 18 13	Synthetic Turf Surfacing	0	08/19/25	11/20/25	Initial
32 31 13	Anti-Climb Wire Mesh Fences and Gates	0	08/19/25	11/20/25	Initial
32 31 13.53	High-Security Chain Link Fences	0	08/19/25	11/20/25	Initial
32 31 19	Decorative Metal Fences and Gates	0	08/19/25	11/20/25	Initial
32 84 00	Landscape Irrigation System	0	08/19/25	11/20/25	Initial
32 91 00	Landscape Planting	0	08/19/25	11/20/25	Initial

# Exhibit B



Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
1401 East Yukon Rd.  
Odessa, Texas 79762

## Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
<b>Architectural</b>					
A010	ARCHITECTURAL SITE PLAN	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A011	ENLARGED SITE PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A012	PARKING & RAMP ACCESSIBILITY DIAGRAMS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A013	ENLARGED SITE, GATES, AND FENCES	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A014	SITE DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A015	SITE DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A020	COMPOSITE PLAN	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A021	LIFE SAFETY PLAN - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A022	LIFE SAFETY PLAN - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A023	LIFE SAFETY PLAN - AREA C	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A030	SECURE PERIMETER PLAN - COMPOSITE	0	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A031	SECURE PERIMETER PLAN - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A032	SECURE PERIMETER PLAN - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A033	SECURE PERIMETER PLAN - AREA C	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A101	DIMENSION PLAN - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A102	DIMENSION PLAN - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A103	DIMENSION PLAN - AREA C	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A110	FLOOR PLAN NOTES	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A111	FLOOR PLAN - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A112	FLOOR PLAN - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A113	FLOOR PLAN - AREA C	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A120	FINISH LEGEND	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A121	FINISH PLAN - AREA A	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A122	FINISH PLAN - AREA B	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A123	FINISH PLAN - AREA C	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A130	FF&E SCHEDULES	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A131	FF&E PLAN - AREA A	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A132	FF&E PLAN - AREA B	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A133	FF&E PLAN - AREA C	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A141	ROOF PLAN - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A142	ROOF PLAN - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A143	ROOF PLAN - AREA C	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A201	REFLECTED CEILING PLAN - AREA A	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A202	REFLECTED CEILING PLAN - AREA B	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A203	REFLECTED CEILING PLAN - AREA C	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A301	EXTERIOR ELEVATIONS - AREA A	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A302	EXTERIOR ELEVATIONS - AREA B	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A303	EXTERIOR ELEVATIONS - AREA C	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A304	EXTERIOR AXONOMETRIC VIEWS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A311	BUILDING SECTIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A312	BUILDING SECTIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A313	BUILDING SECTIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A321	WALL SECTIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A322	WALL SECTIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A323	WALL SECTIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A401	ENLARGED VIEWS - HOUSING PODS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A402	ENLARGED VIEWS - HOUSING PODS - CELLS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A403	ENLARGED VIEWS - HOLDING CELLS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A404	ENLARGED VIEWS - RESTROOMS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A405	ENLARGED VIEWS - COURTROOM	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A406	ENLARGED VIEWS - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A407	ENLARGED VIEWS - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A408	ENLARGED EXTERIOR VIEWS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A409	ENLARGED EXTERIOR VIEWS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A701	INTERIOR ELEVATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A702	INTERIOR ELEVATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A703	INTERIOR ELEVATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A704	INTERIOR ELEVATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A705	INTERIOR ELEVATIONS	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A706	INTERIOR ELEVATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A711	MILLWORK ELEVATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A810	WALL DETAILS -TYP TILT UP PANELS DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A811	WALL DETAILS - FLOOR TO WALL DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A812	WALL DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A813	ROOF DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A814	ROOF DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A815	ROOF DETAILS - TYP TPO ROOF DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A816	ROOF DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A817	ROOF DETAILS - TYP ROOF ACCESS LADDERS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A821	EXTERIOR PLAN DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A822	EXTERIOR PLAN DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A901	DOOR SCHEDULE - COMMERCIAL	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A902	DOOR SCHEDULE - DETENTION	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A903	DOOR TYPE DIAGRAMS & NOTES	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A904	WINDOW TYPE DIAGRAMS & NOTES	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A905	WINDOW TYPE DIAGRAMS & NOTES	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A906	HOLLOW METAL FRAME DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A907	ALUMINUM FRAME DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A908	ALUMINUM FRAME DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A909	DETENTION HOLLOW METAL DOOR & WINDOW DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A910	DETENTION HOLLOW METAL DOOR & WINDOW DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A911	DOOR DETAILS - HOLD OPEN FRAMES & OVERHEAD DOORS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A912	INTERIOR PARTITION TYPES - GWB	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A913	INTERIOR PARTITION TYPES - MASONRY	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A914	TYP DETAILS - INTERIOR GWB PARTITION	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A915	TYP DETAILS - INTERIOR GWB PARTITION HEADS AT COMPOSITE SLAB	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A916	TYP DETAILS - INTERIOR GWB PARTITION HEADS AT SLAB	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A917	TYP DETAILS - PARTITION PENETRATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A918	TYP DETAILS - PARTITION PENETRATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A919	TYP DETAILS - INTERIOR MASONRY PARTITIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A920	TYP DETAILS - INTERIOR MASONRY PARTITION HEADS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A921	DETENTION DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A924	INTERIOR DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A925	INTERIOR DETAILS	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A926	INTERIOR DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A927	MISCELLANEOUS DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A928	INTERIOR PLAN DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A929	INTERIOR PLAN DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A930	MILLWORK DETAILS - NON DETENTION	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A931	MILLWORK DETAILS - NON DETENTION	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A932	MILLWORK DETAILS - DETENTION	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A933	MILLWORK DETAILS - COURTROOM	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
A941	CEILING DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A942	CEILING DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A943	CEILING DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A944	CEILING DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
A945	CEILING DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG100	ARCHITECTURAL GRAPHICS-EXTERIOR SIGNAGE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG101	ARCHITECTURAL GRAPHICS-EXTERIOR SIGNAGE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
AG102	ARCHITECTURAL GRAPHICS-INTERIOR SIGNAGE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG103	ARCHITECTURAL GRAPHICS-INTERIOR SIGNAGE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG104	ARCHITECTURAL GRAPHICS- ENVIRONMENTAL GRAPHICS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG105	ARCHITECTURAL GRAPHICS - ENVIRONMENTAL GRAPHICS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG106	ARCHITECTURAL GRAPHICS - ENVIRONMENTAL GRAPHICS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG107	ARCHITECTURAL GRAPHICS - ENVIRONMENTAL GRAPHICS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG108	Architectural Graphics - Site Plan	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG109	ARCHITECTURAL GRAPHICS - PLAN- AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG110	ARCHITECTURAL GRAPHICS - PLAN- AREAB	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG111	ARCHITECTURAL GRAPHICS - PLAN - AREAC	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG112	ARCHITECTURAL GRAPHICS-SCHEDULE 1 - SITE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG113	ARCHITECTURAL GRAPHICS - SCHEDULE 2- AREAA	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG114	ARCHITECTURAL GRAPHICS - SCHEDULE 3- AREAB	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
AG115	ARCHITECTURAL GRAPHICS-SCHEDULE 4- AREAC	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
<b>Civil</b>					
C 1.0	EXISTING CONDITIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 2.0	MASTER PLAN	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 3.0	WATER PLAN	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 4.0	SEWER PLAN & PROFILE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 5.0	SEWER PLAN & PROFILE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 6.0	FIRE HYDRANT COVERAGE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C7.0	DIMENSION PLAN	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 8.0	GRADING PLAN	1	09/04/2025	11/19/2025	Addendum 2 (09/04/25)
C 9.0	SEWER DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 10.0	WATER DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 11.0	PAVING DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C 12.0	SWPPP	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
C13.0	SWPPP DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
<b>Electrical</b>					
E001	ELECTRICAL - SYMBOL LEGEND	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E002	ELECTRICAL - NOMENCLATURE, ABBREVIATIONS, GENERAL NOTES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E100	ELECTRICAL SITE POWER AND LIGHTING PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E211	ELECTRICAL - POWER PLAN -AREA A	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E212	ELECTRICAL - POWER PLAN - AREA B	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E213	ELECTRICAL - POWER PLAN - AREA C	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E221	ELECTRICAL - HVAC EQUIPMENT POWER PLAN - AREA A	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E222	ELECTRICAL - HVAC EQUIPMENT POWER PLAN - AREA B	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E223	ELECTRICAL - HVAC EQUIPMENT POWER PLAN -AREA C	0	08/19/2025	11/19/2025	Bid Set (08/19/25)

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E231	ELECTRICAL - ROOF POWER PLAN - AREA A	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E232	ELECTRICAL - ROOF POWER PLAN - AREA B	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E233	ELECTRICAL - ROOF POWER PLAN - AREA C	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E311	ELECTRICAL - LIGHTING PLAN - AREA A	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E312	ELECTRICAL - LIGHTING PLAN - AREA B	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E313	ELECTRICAL - LIGHTING PLAN - AREA C	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E401	ELECTRICAL - ENLARGED PLANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E601	ELECTRICAL ONELINE DIAGRAM	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E610	ELECTRICAL LIGHTING CONTROL NETWORK RISER DIAGRAM	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E620	ELECTRICAL LIGHTING CONTROL SCHEMATIC DIAGRAMS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E621	ELECTRICAL LIGHTING CONTROL SCHEMATIC DIAGRAMS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E622	ELECTRICAL LIGHTING CONTROL SCHEMATIC DIAGRAMS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E623	ELECTRICAL LIGHTING CONTROL SCHEMATIC DIAGRAMS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E640	FIRE ALARM RISER DIAGRAM AND INPUT-OUTPUT MATRIX	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E801	ELECTRICAL SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E810	LIGHTING FIXTURE SCHEDULE	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E811	LIGHTING FIXTURE SCHEDULE	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E812	LIGHTING FIXTURE SCHEDULE	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E820	PANELBOARD SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E821	PANELBOARD SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E822	PANELBOARD SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E823	PANELBOARD SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E901	ELECTRICAL DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E910	ELECTRICAL DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E920	ELECTRICAL DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
E930	ELECTRICAL DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
<b>Fire Protection</b>					
F031	COMPOSITE FIRE PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
F110	AREA A FIRE PROTECTION PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
F111	AREA B FIRE PROTECTION PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
F112	AREA C FIRE PROTECTION PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
F201	ENLARGED PLANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
F701	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
<b>General</b>					
G001-V1	DRAWING INDEX	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
G001-V2	DRAWING INDEX	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
G002	GENERAL NOTES & ABBREVIATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
G003	CODE ANALYSIS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
1401 East Yukon Rd.  
Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
G004	UL Assemblies	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
G006	MOUNTING HEIGHTS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
G007	ADA 2010 RESTROOM & SHOWER ACCESSIBILITY DIAGRAMS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
<b>Landscape</b>					
L-1.0	LANDSCAPE SITE PLAN	1	09/04/2025	11/19/2025	Addendum 2 (09/04/25)
L-1.1	PLANTING PLAN	1	09/04/2025	11/19/2025	Addendum 2 (09/04/25)
L-1.2	LANDSCAPE ENLARGEMENTS	1	09/04/2025	11/19/2025	Addendum 2 (09/04/25)
L-2.0	LANDSCAPE DETAILS	1	09/04/2025	11/19/2025	Addendum 2 (09/04/25)
L-3.0	IRRIGATION PLAN	1	09/04/2025	11/19/2025	Addendum 2 (09/04/25)
L-4.0	IRRIGATION DETAILS	1	09/04/2025	11/19/2025	Addendum 2 (09/04/25)
<b>Mechanical</b>					
M001	SYMBOLS AND ABBREVIATIONS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M110	COMPOSITE PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
M120	COMPOSITE PLAN ROOF	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
M211	FLOOR PLAN - AREA A OF X ET A I C E N S E D F5971 08/19/2025 S E E R ISSUE FOR PERMIT & BID 08/19/2025 I N	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M212	FLOOR PLAN - AREA B	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M213	FLOOR PLAN - AREA C	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M221	ROOF PLAN - AREA A	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M222	ROOF PLAN - AREA B	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M223	ROOF PLAN - AREA C	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M401	ENLARGED PLANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M402	ENLARGED PLANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M501	SECTIONS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M502	SECTIONS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M503	SECTIONS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M701	CONTROL DIAGRAMS - PACKAGED ROOFTOP UNITS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M702	CONTROL DIAGRAMS - PACKAGED ROOFTOP UNITS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M703	CONTROL DIAGRAMS - PACKAGED ROOFTOP UNITS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M704	CONTROL DIAGRAMS - PACKAGED ROOFTOP UNITS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M711	CONTROL DIAGRAMS - TERMINAL UNITS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M712	CONTROL DIAGRAMS - TERMINAL UNITS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M713	CONTROL DIAGRAMS - TERMINAL UNITS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M721	CONTROL DIAGRAMS - DX SPLIT SYSTEMS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M731	CONTROL DIAGRAMS - FANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M741	CONTROL DIAGRAMS - ISOLATION ROOMS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M751	CONTROL DIAGRAMS - MISCELLANEOUS EQUIPMENT	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M752	CONTROL DIAGRAMS - MISCELLANEOUS EQUIPMENT	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M791	THERMOSTAT ZONING DIAGRAM - AREA A	0	08/19/2025	11/19/2025	Bid Set (08/19/25)

Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M792	THERMOSTAT ZONING DIAGRAM - AREA B	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M793	THERMOSTAT ZONING DIAGRAM - AREA C	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M801	SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M802	SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M803	SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M804	SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M901	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M902	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M903	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M904	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M905	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M906	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
M907	DETAILS	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
<b>Plumbing</b>		0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P001	PLUMBING SYMBOLS AND ABBREVIATIONS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P010	SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P011	SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P030	UNDERGROUND COMPOSITE PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
P031	COMPOSITE WASTE AND VENT PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
P032	COMPOSITE WATER AND GAS PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
P033	ROOF COMPOSITE PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
P100	AREA A UNDERGROUND PLUMBING PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P101	AREA B UNDERGROUND PLUMBING PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P102	AREA C UNDERGROUND PLUMBING PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P103	AREA A UNDERGROUND DIMENSION PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P104	AREA B UNDERGROUND DIMENSION PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P105	AREA C UNDERGROUND DIMENSION PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P106	AREA A UNDERGROUND PERSPECTIVE PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P107	AREA B UNDERGROUND PERSPECTIVE PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P108	AREA C UNDERGROUND PERSPECTIVE PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P110	AREA A WASTE AND VENT PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P111	AREA B WASTE AND VENT PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P112	AREA C WASTE AND VENT PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P120	AREA A WATER AND GAS PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P121	AREA B WATER AND GAS PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
P122	AREA C WATER AND GAS PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
P130	AREA A ROOF PLUMBING PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P131	AREA B ROOF PLUMBING PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P132	AREA C ROOF PLUMBING PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P201	ENLARGED WASTE AND VENT PLANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P202	ENLARGED WATER PLANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P401	WASTE AND VENT ISOMETRIC	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
P402	STORM DRAIN ISOMETRIC	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P403	DOMESTIC COLD WATER ISOMETRIC	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P404	DOMESTIC HOT WATER ISOMETRIC	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P405	NATURAL GAS ISOMETRIC	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P601	WATER MANAGEMENT SYSTEM CONTROL ZONES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P701	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
P702	DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
<b>Structural</b>					
S001	GENERAL INFORMATION	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S002	STRUCTURAL GENERAL NOTES	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S003	SPECIAL INSPECTION TABLES	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S004	SPECIAL INSPECTION TABLES	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S005	TYPICAL CONCRETE DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S006	TYPICAL MASONRY WALL DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S007	TYPICAL STEEL DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S008	TYPICAL STEEL DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S100	OVERALL FOUNDATION PLAN	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S101	FOUNDATION PLAN - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S102	FOUNDATION PLAN - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S103	FOUNDATION PLAN - AREA C & DUMPSTER ENCLOSURE	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S200	OVERALL ROOF FRAMING PLAN	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S201	LOW ROOF FRAMING PLAN - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S202	HIGH ROOF FRAMING PLAN - AREA A	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S203	LOW ROOF FRAMING PLAN - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S204	HIGH ROOF FRAMING PLAN - AREA B	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S205	ROOF FRAMING PLAN - AREA C	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S206	ROOF NET UPLIFT DIAGRAM	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S301	PANEL ELEVATIONS - P1 THRU P17	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S302	PANEL ELEVATIONS - P18 THRU P32	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S303	PANEL ELEVATIONS - P33 THRU P49	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S304	PANEL ELEVATIONS - P50 THRU P66	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S305	PANEL ELEVATIONS - P67 THRU P81	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S306	PANEL ELEVATIONS - P82 THRU P96 & P99	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S307	PANEL ELEVATIONS - P100 THRU P116	0	08/19/2025	11/20/2025	Bid Set (08/19/25)

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
 1401 East Yukon Rd.  
 Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S308	PANEL ELEVATIONS - P117 THRU P135	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S309	PANEL ELEVATIONS - P136 THRU P153	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S310	PANEL ELEVATIONS - P154 THRU P167	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S311	PANEL ELEVATIONS - P168 THRU P181	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S320	BRACE FRAME ELEVATIONS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S401	SUB-STRUCTURE DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S501	SUPER-STRUCTURE DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S502	SUPER-STRUCTURE DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S503	SUPER-STRUCTURE DETAILS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S510	ROOF JOIST LOADING DIAGRAMS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
S511	ROOF JOIST LOADING DIAGRAMS	0	08/19/2025	11/20/2025	Bid Set (08/19/25)
<b>Telecommunications</b>					
TA001	AUDIO VIDEO ABBREVIATIONS, GENERAL NOTES & SYMBOLS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TA101	FLOOR PLAN - AREA A - AUDIO VISUAL	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TA102	FLOOR PLAN - AREA B - AUDIO VISUAL	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TA103	FLOOR PLAN - AREA C - AUDIO VISUAL	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TA401	ENLARGED PLANS - AUDIO VISUAL	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TA701	CLASSROOM #1 AND #2 AUDIO/VISUAL BLOCK DIAGRAMS	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TA702	COMMUNITY ROOM AV WIRING DIAGRAM	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TA703	Audio/Visual Diagrams & Risers	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TA901	AUDIO VISUAL - DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TT001	TELECOMMUNICATION ABBREVIATIONS, GENERAL NOTES & SYMBOLS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TT100	TELECOMMUNICATIONS SITE PLAN	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TT101	FLOOR PLAN - AREA A TELECOMMUNICATION	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TT102	FLOOR PLAN - AREA B TELECOMMUNICATION	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TT103	FLOOR PLAN - AREA C TELECOMMUNICATION	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TT401	ENLARGED PLANS - TELECOMMUNICATION - DEMARC, IDF 108A	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TT402	ENLARGED PLANS - TELECOMMUNICATION - IDF 507A	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TT403	ENLARGED PLANS - TELECOMMUNICATION - IDF 702	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TT601	Riser Diagrams	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TT901	TELECOMMUNICATIONS - DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TT902	TELECOMMUNICATIONS - DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TT903	BONDING DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TY001	SECURITY ABBREVIATIONS, GENERAL NOTES & SYMBOLS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TY002	SECURITY SITE PLAN	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TY101	FLOOR PLAN - AREA A - SECURITY	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TY102	FLOOR PLAN - AREA B - SECURITY	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TY103	FLOOR PLAN - AREA C - SECURITY	0	08/19/2025	11/19/2025	Bid Set (08/19/25)

# Exhibit B



Butler-Cohen LLC

Printed on Mon Feb 2, 2026 at 08:52 am CST

Job #: 25-0012 Ector County Juvenile Justice Center  
1401 East Yukon Rd.  
Odessa, Texas 79762

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
TY104	ROOF PLAN - AREA B - SECURITY	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TY105	ROOF PLAN - AREA C - SECURITY	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TY401	SECURITY- ENLARGED PLANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TY402	SECURITY ENLARGED PLANS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TY601	SECURITY - RISER DIAGRAM	1	10/02/2025	11/20/2025	Addendum 4 (10/02/25)
TY701	CAMERA SCHEDULES	0	08/19/2025	11/19/2025	Bid Set (08/19/25)
TY901	SECURITY - DETAILS	0	08/19/2025	11/19/2025	Bid Set (08/19/25)



ADDITIONAL SERVICES - CLIENT

**Project:** Ector County Juvenile Justice Center  
**Client:** Ector County, Texas  
**Date Prepared:** November 19, 2025  
**HOK Project No.:** 24.09033.00  
**Additional Service No.:** 3  
**File:** A1.1

**Attention:** Andrea Moralez  
**From:** Curt Parde  
**Regarding:** Additional fee for construction administration phase of Ector County Juvenile Justice Center  
**Copies To:** file

Ecor County and HOK entered into an agreement dated July 27, 2021 (the "**Agreement**") for the provision of professional services in connection with Ector County Juvenile Justice Center. Except as expressly modified in this document, each and every term of the Agreement shall remain unchanged and in full force and effect.

**Description of Work:**

Per the contract between Ector County and HOK, HOK has provided design services to site adapt the new Juvenile Justice Center to be adjacent to the existing Juvenile Facility site. The original contract for this project we executed in July 2021, with the construction cost of the building at that time expected to be \$20 million. The projected cost for the Juvenile Facility today is expected to be in the range of \$46 million. Based on the proposed construction schedule of fifteen (15) months, the cost to administer the construction administration (CA) Phase on a \$46 million construction project is \$722,116.00. This is an increase of \$350,000.00, which is the amount of this additional service request. Additional reimbursable expenses are expected in the amount of \$35,000.00.

**Reason for Change:**

The construction cost has risen from the initial \$20,000,000 to an expected \$46,000,000. The cost to administer the CA Phase of the project has increased significantly.

**Anticipated Completion Date of this Additional Service:**

The actual construction start date has not been provided by the selected general contractor. For the purpose of this agreement, the anticipated dates for administering the CA Phase of the project will run from January, 2026 until the end of March, 2027.

**Impact on Project Schedule:**

**This approval extends the current A/E Design contract until March 31, 2027.**

<b>Compensation &amp; Method:</b>	<input type="checkbox"/> Hourly w/ estimated maximum	\$
	<input checked="" type="checkbox"/> Fixed Fee	\$350,000.00
	Reimbursable Expenses (estimated)	\$35,000.00
	<b>Total Compensation Estimate</b>	<b>\$385,000.00</b>

Digitally signed by Curt Parde  
DN: c=US,  
E=curt.parde@hok.com,  
O=HOK, OU=Architecture,  
CN=Curt Parde  
Date: 2025.11.19  
16:23:10-0600

Curt Parde

Issued by:

HOK

Printed Name:

Curt Parde - Sr. Principal

Date:

November 19, 2025

Client Approval:

Printed Name:

Date:

PT #:  
District: WEST  
WR #:  
ER #: \_\_\_\_\_

### EASEMENT AND RIGHT OF WAY

STATE OF TEXAS  
COUNTY OF ECTOR

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

That **ECTOR COUNTY**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances (the "Facilities") over, under, through, across and upon Grantor's land described as follows:

#### SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, and to change the size and capacity of said Facilities within the easement area; the right to relocate said Facilities in the same relative direction of said Facilities within the easement area; the right to relocate said Facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said Facilities, provided the leasing entity shall be required to obtain its own easement from Grantor; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said Facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said Facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the reasonable judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

The rights granted hereunder shall terminate and be of no further force and effect if Grantee abandons the Facilities, as determined in Grantee's sole discretion, or if Grantee permanently ceases to use all of the Facilities for the distribution of electricity for a period of twenty-four (24) consecutive months, notwithstanding any force majeure event. Upon termination of the easement, Grantor may submit a written request to Grantee to remove the Facilities, and Grantee agrees to remove the above-ground Facilities within eighteen (18) months of receiving Grantor's written request and will restore the easement area to a condition similar to that surrounding the easement area. Upon completion of the restoration of the easement area in accordance with this paragraph, Grantor may request Grantee record a release of the easement, and Grantee agrees to do so.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said Facilities shall be abandoned in accordance with the terms hereinabove, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR: ECTOR COUNTY**

By: \_\_\_\_\_  
**Dustin Fawcett, Ector County Judge**

STATE OF TEXAS           §  
  §  
COUNTY OF ECTOR       §

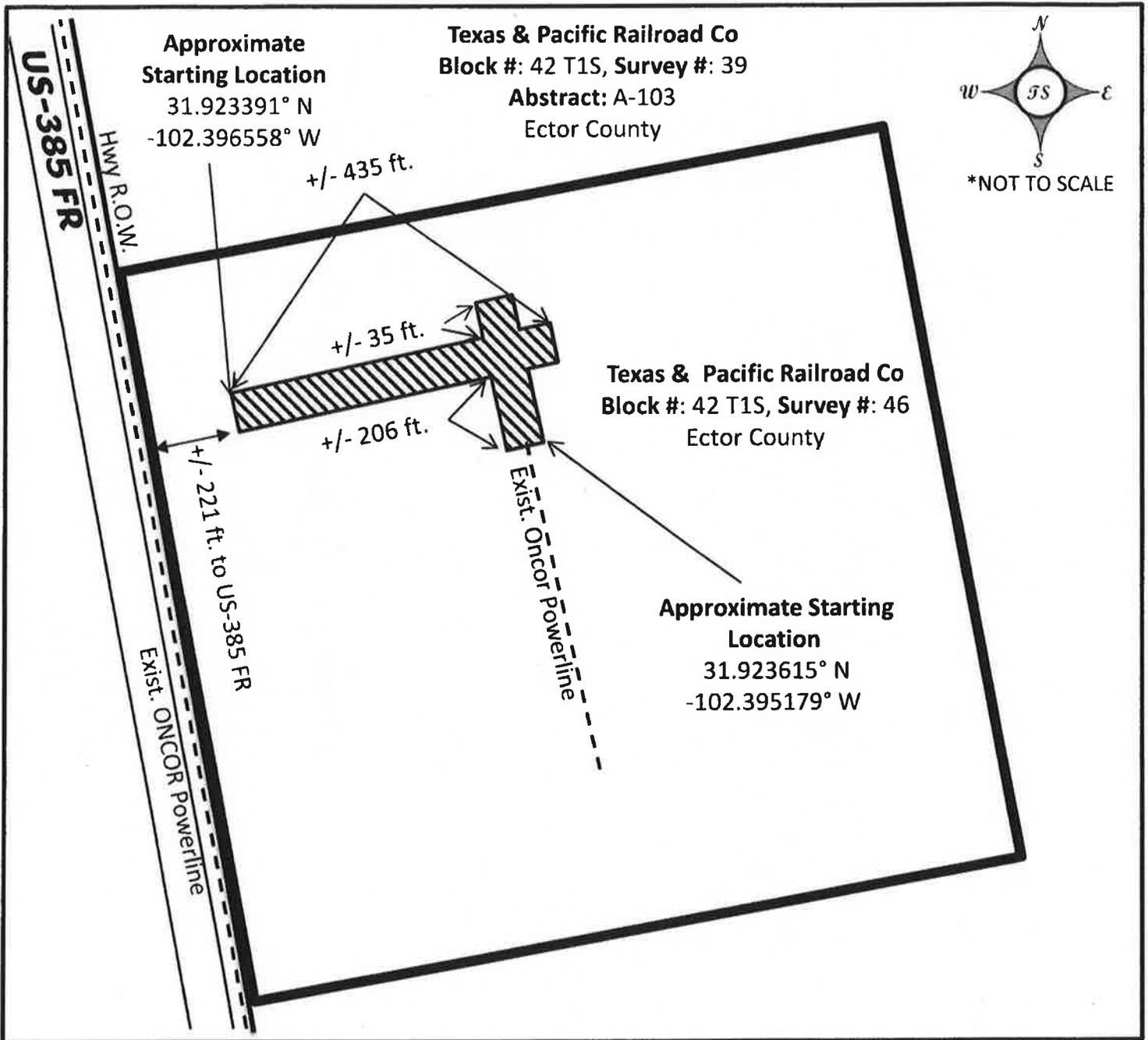
BEFORE ME, the undersigned authority, on this day personally appeared **Dustin Fawcett, as Ector County Judge of Ector County, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, A. D. 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

# Exhibit "A"



The intent of this Exhibit is for the Grantor to recognize that the general course of said easement area as described above agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said line(s) when constructed.

Grantor(s): Ector County

Instrument #: \_\_\_\_\_  
 Survey: T&P RR Co  
 City: Odessa  
 WR/WO: 26401780

Volume: 81  
 Abstract: A-625  
 County: Ector  
 District: West

Page: 557

LEGEND	
	30 ft. ONCOR EASEMENT

**ECTOR COUNTY COURTHOUSE  
300 NORTH GRANT, ROOM 227  
ODESSA, TEXAS 79761**



**432-498-4100  
dustin.fawcett@ectorcountytexas.gov**

**ECTOR COUNTY, TEXAS  
Dustin Fawcett  
County Judge**

February 10<sup>th</sup>, 2026

**VIA E-MAIL**

Mr. Eric Choen, President  
3200 Southwest Freeway, Suite 1575  
Houston, Texas, 77027

**RE: Notice to Proceed  
Ector County Courthouse Project- Schematic Design Phase**

Dear Mr. Cohen,

This letter is to serve as your "Notice to Proceed" with the Schematic Design Phase for the Ector County Courthouse Project as of February 10<sup>th</sup>, 2026, as approved by the Ector County Commissioners' Court.

Please contact this office if you have any questions.

Sincerely,

Honorable Judge Dustin Fawcett  
Ector County

STATE OF TEXAS           §  
  §  
COUNTY OF ECTOR       §

APPLICATION FOR APPOINTMENT OF DEPUTY CONSTABLES  
PRECINCT NO. ONE

On this day came to be heard a request from Constable Precinct No. One, requesting appointment of the following Deputy Constables pursuant to Section 86.011 of the Texas Local Government Code:

- Jeremy Proffitt

The appointment of the above-named deputies is necessary to properly handle the business of the Constable Precinct No. One office.

Respectfully submitted:

\_\_\_\_\_  
James Wes Carta, Constable Pct. 1

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

APPROVAL AND CONFIRMATION

Now, therefore, the Ector County Commissioner's Court hereby determines that the appointment of the above-named deputy constables is necessary to properly handle the business originating in Precinct One. Each deputy constable named herein shall qualify in the manner provided for all deputy constables.

Adopted by the Ector County Commissioner's Court this \_\_\_\_\_ day of January, 2026.

By: \_\_\_\_\_  
Dustin Fawcett, County Judge

ATTEST:

\_\_\_\_\_  
Jennifer Martin, County Clerk

## **VEHICLE FLEET SAFETY POLICY**

### **I. PURPOSE**

The aim of this fleet safety policy is to avert vehicle incidents and reduce at-fault occupational MVA expenditures by instilling a proactive safe driving culture in the workplace. Building a traffic safety culture is not a one-time initiative but an ongoing process. Professionalism is key when driving a county vehicle. One's conduct behind the wheel of a county vehicle is a direct reflection on the county. To illustrate this point, below are a few examples of policy violations:

- Talking on a cellular phone while driving
- Texting on a cellular phone while driving
- Reading while driving
- Dropping off or picking up children at school
- Dropping off or picking up spouse or other family members at work
- Smoking while driving
- Driving at excessive speeds
- Unsafe lane changes
- Discourteous or reckless driving

The purpose of the county vehicle policy is to:

- Ensure the safe and proper use of county vehicles
- Protect company property and minimize liability
- Establish clear expectations for employees authorized to use vehicles
- Comply with insurance and legal requirements
- Promote accountability and responsibility among employees

### **II. DEFINITIONS**

- A. **Accident** – An event causing bodily injury or property damage triggered by an impact occurring between a vehicle and another vehicle, a person, animal, road debris, structure adjacent to a highway or roadway, a fixture, landscaping or a fixed object.
- B. **Authorized Driver** – A permanent, intermittent, or temporary employee, to include any intern, interim employee, seasonal employee, volunteer, or any other personnel who have been authorized by Ector County to drive a county vehicle on county business.
- C. **County Vehicle** – Any county owned, leased, or rented motor vehicle including, but not limited to SUV's, sedans, trucks, vans, law enforcement vehicles, and road-worthy equipment.
- D. **Driver Authorization** – The Ector County application process that authorizes an individual to operate a county vehicle or a personal vehicle on county business.
- E. **Driving on County Business** – Driving from one location where county business has been conducted to another location to conduct county business, apart from Incidental Personal Use.

- F. **Incidental Personal Use** – Minimal personal use of a county vehicle, such as stopping for a rest, or a lunchbreak between work-related stops. Employees may utilize county vehicles for “midday” meal travel whilst within the scope of their employment-especially if in a location where driving to obtain their personal vehicles would result in an extra and unnecessary expenditure of time and money. An employee may not use a county vehicle at any other personal time or for any other personal purpose.

### **III. ZERO TOLERANCE**

The following actions in county vehicles will be viewed as serious breaches of conduct warranting possible termination:

- A. Operation of a motor vehicle while under the influence of alcohol, marijuana, opioids, methamphetamines, and/or any other illicit drug or any potentially impairing substance – prescribed or over the counter (OTC). Use of county vehicles is strictly prohibited where alcohol consumption is anticipated. Transporting any passenger for that purpose is also prohibited.
- B. Operation of a motor vehicle while license suspended (DWLS) or while disqualified (suspension due to a commercial license violation) or no driver’s license (No DL) or unlicensed operation or unauthorized operation (driving without authorization).
- C. Reckless driving or blatant disregard for safety as determined by a supervisor or the Commissioner’s Court
- D. Hit and run incident
- E. Accumulation of twelve points or more per Disciplinary Action Table – Vehicle Incidents.

### **IV. RESTRICTED ACTIVITIES**

Employees are prohibited from:

- A. allowing unauthorized individuals to drive county vehicles.
- B. using company vehicles for the purpose of running personal errands or any non-work-related matter without proper authorization from their respective Department Director.
- C. modifying any county vehicle in any way, shape, or form without proper authorization from an Elected Official or respective Department Director. (e.g., installing after-market parts, decals, etc.)
- D. relocating, adding, or removing any authorized equipment from any county vehicle without proper authorization from an Elected Official or respective Department Director
- E. placing unauthorized or non-county issued items in county motor vehicles, other than items of a personal preference which would not tend to disrupt operations, procedures, or otherwise violate county policy, department policy, State or Federal Law.
- F. violating policy guidelines strictly prohibiting unauthorized weapons (guns, knives, etc.) in any county-owned or leased vehicles (excluding peace officers)
- G. smoking, carrying or possessing a lighted cigar, cigarette, e-cigarette, pipe, or other lighted smoking equipment or any such paraphernalia in any vehicle leased, owned, or operated by the county.

- H. carrying heavy or excessive loads or having objects protruding from the trunk or windows which might obstruct the driver's field of vision and thus impede the driver's command of the vehicle.
- I. abusing official vehicle privileges or exploiting authorized vehicle exemptions while off-duty including, but not limited to, parking the county vehicle in handicapped zones, reserved, no-parking spaces, fire zones, or other areas not designated for public parking.
- J. operating any county vehicle or equipment if one does not meet the minimum age requirement of 18 years
- K. operating another employee's assigned vehicle save compelling circumstances or prior authorization. (e.g., utilization of motor pools, faulty vehicle condition or safety defects, employee health issues, manpower issues, etc.)
- L. operating any county vehicle without possessing a valid Texas driver's license appropriate or with specific endorsements (if a CDL is required or if a specific operator license or training is required to operate a specific piece of equipment or machine) for the vehicle (s) operated within the scope of employment.
- M. operating any county vehicle if the employee has failed to adhere to county policy of immediate notification of his/her Immediate Supervisor and/or respective Department Director if his/her driver's license has expired or has been suspended or revoked or has had limitations placed on it. \*\*\*If at any time the Department Director, Supervisor, or Elected Official believes that an employee may be ineligible to obtain driving privileges, either temporarily or permanently, Ector County reserves the right to review, verify, or assess an employee's driving privileges. Supervisors will periodically check the driving records of their respective department employees who operate County vehicles or equipment or may be required to drive personal vehicles whilst within the scope of their employment and submit a photocopy of said record to Human Resources. It is in the complete and sole discretion of Ector County to determine if an employee is allowed to operate a county vehicle. Failure of those employees to maintain a safe driving record or required licensure or certification may culminate in a demotion, reassignment, or dismissal. The foregoing repercussions also apply to the suspension or revocation of the driver's license of an employee who operates a county vehicle.
- N. operating any county vehicle in conditions for which it was not designed (such as off-road).
- O. operating any county vehicle that is clearly not in sound operating condition (i.e., unsafe, inoperable, unroadworthy, defective, hazardous, and/or unreliable). It is incumbent upon any employee operating a county vehicle to inspect that vehicle prior to operating it to ensure that it is in a proper and safe operating condition. Do not drive, or cease driving immediately, if your vehicle is not in safe operating condition.
- P. picking up hitchhikers or taking on an unauthorized passenger.
- Q. permitting any unauthorized person to operate any county vehicle.

## V. DRIVER RESPONSIBILITIES

Employees who drive county vehicles must:

- A. securely lock the county vehicle when unattended.
- B. never leave an unattended vehicle running.
- C. invest time in establishing familiarity with the vehicle or equipment handbook.

- D. accept responsibility and accountability for his/her actions when operating a county vehicle within the scope of employment
- E. "Check it before you wreck it!" - conduct a thorough pre-shift walkaround inspection of his/her assigned motor vehicle or equipment and document his/her findings on an authorized checklist.
- F. maintain a safe and courteous driving record, demonstrate consistent, defensive driving techniques, high caliber professionalism, and adhere to strict safety regulations.
- G. remember that each driver's privilege to operate a county vehicle on official business extends only as long as the driver operates the vehicle in a safe, efficient, and proficient manner. A record of "preventable" accidents shall result in disciplinary action.
- H. comply with the "Rules of the Road". Comply with all applicable motor vehicle laws. The vehicle operator is responsible for any traffic citations. An employee operating a county vehicle within the scope of his/her employment who is involved in an MVA may also be held personally liable. The county employee to whom the motor vehicle is assigned is personally liable for any injuries sustained by any passengers in the county vehicle.
- I. assess potential hazards while operating the motor vehicle and anticipate "what if" scenarios
- J. obey all posted speed limits and reduce speed as dictated by adverse weather conditions and/or roadway conditions.
- K. wear a seatbelt and require all occupants to buckle up.
- L. avoid distractions when driving - adjust or set sat-navs/car stereos/mirrors as warranted *prior* to departure. If you need to re-adjust whilst driving, please pull over safely to do so.
- M. report vehicle defects before next vehicle use.
- N. notify their immediate Supervisor or respective Department Director if their license is expired, is suspended, or is revoked. Failure to report shall be cause for disciplinary action.
- O. keep their vehicles clean inside and out. The windshield must be kept clean. The floor of the vehicle must be clean and free of obstructions.
- P. drive defensively.
- Q. report any deficiency detected on a county vehicle to your immediate Supervisor or respective Department Director immediately as dictated by department policy *both orally* and *in writing*, so corrective action may be taken expeditiously.
- R. park the county vehicle, if feasible, *off* the street (not curbside) while off duty or whilst on a moderately protracted absence thus enhancing a proactive, protective protocol.
- S. not use the county vehicle for any personal purpose or as a primary family car.
- T. not, under any circumstances, permit family members or any unauthorized individuals to operate any county vehicle.

## **VI. Utilization of Personal Vehicles**

Employees who utilize their personal vehicles whilst within the scope of their employment must:

- A. have proper authorization from their respective Department Directors and/or Elected Officials as per their respective department protocol to do so.
- B. maintain automobile liability coverage equal to or greater than the limits recommended by their insurance agent.
- C. provide their respective Department Directors with a copy of the declarations page of their automobile insurance policy each time the policy renews.

- D. recognize and understand that the same policies apply.

## **VII. TAKE-HOME VEHICLE PROTOCOL**

Employees who have been assigned take-home county vehicles must follow the following protocol when out of the county on a sabbatical (lengthy vacation, at a medical facility due to an extended critical illness, leaves of absence, etc.):

- A. Turn in your vehicle prior to their sabbatical if at all possible.
- B. If turning in the vehicle is not possible prior to the sabbatical, the vehicle should be garaged as per Department Director or Elected Official directives and/or as respective department policy if at all possible.
- C. County equipment will be secured and the vehicle locked.
- D. Upon return, the employee must conduct a thorough walkaround inspection of his/her assigned motor vehicle and document his/her findings on an authorized checklist to ensure that no damage has been sustained. Any damage observed must be reported, in writing, to the Department Director, Elected Official, or designated agent prior to moving the vehicle.
- E. The Department Director and/or Elected Official must notify the Safety/Risk management Coordinator within 24 hours of the employee's written notification for prompt filing of an insurance claim with the county's current insurance carrier if so warranted.

### **1.06 COUNTY VEHICLE ACCIDENT REPORTING NON – LAW ENFORCEMENT**

Any employee operating county vehicles must report all vehicular accidents and property damage, personal injury, or liability claims, regardless of the amount of claim or damages, to their respective Department Director and to the appropriate Law Enforcement Authorities immediately, so that an official accident report can be filed. The employee's Department Director must apprise Human Resources of the accident within 2 hours on the day of the accident if it occurred on a business day, or on the first business day following date of occurrence if it occurred outside of regular business hours.

County personnel are not authorized to waive County liability or accept responsibility for property damage. Employees shall refrain from making statements regarding the accident to anyone other than the investigating officer, employer's officials, and county insurance claims representatives. Statements shall be confined to factual observations. Employees should exchange the following information: the other driver's name, address, driver's license number, telephone number, name of insurance carrier and policy number, and the license plate number including contact information on all other parties involved. Employees shall conduct themselves in a professional and courteous manner in all communications.

A copy of any accident report involving county vehicles or county equipment must be forwarded to the respective Department Director, or Elected Official immediately following completion of law enforcement investigation of MVA.

Any employee involved in an MVA shall immediately contact their respective Department Director, or Elected Official, and submit to a post-accident drug and alcohol test to determine the presence or

absence of any potentially impairing substance – prescribed or OTC. Drug testing must be conducted within 8 hours of the MVA and alcohol testing must be conducted within 2 hours of the MVA. In the event of missed testing deadlines, the Department Director or Elected Official shall submit a written justification for non-compliance. Testing will be administered in accordance with Ector County’s Alcohol and Substance Abuse Policy, and/or the Department of Transportation’s procedures and guidelines for CDL drivers.

## **1.07 COUNTY VEHICLE ACCIDENT REPORTING – LAW ENFORCEMENT**

- A. The operator of a County-owned law enforcement vehicle or a Department-leased vehicle involved in any type of MVA, shall, if physically able, notify the LEC Dispatcher as well as the Immediate Supervisor of the accident, the location, and as circumstances require or demand, the need for emergency medical attention, without delay. If physical injuries preclude the operator from notifying his/her Immediate Supervisor, that duty is assigned to the dispatcher.
- B. The Texas Department of Public Safety and/or Odessa Police Department shall be notified immediately and asked to report to the scene of the MVA to conduct an official investigation and file a report. Any employee involved in an MVA shall submit to a post-accident drug and alcohol test to determine the presence or absence of any potentially impairing substance – prescribed or OTC.
- C. In any event, in all County-owned law enforcement vehicle crashes or Department-leased vehicle crashes, the Immediate Supervisor shall, within 24 hours of the MVA, submit a memorandum or written statement detailing the circumstances of the crash via the chain of command to the Department Director, or Elected Official, or his/her designee, and the Human Resources/Insurance Department.

## **1.08 USE OF BUILDINGS AND PREMISES**

County employees must follow all specific, current rules established by the County, as well as applicable local, State, and Federal laws, when using any county-owned premises (buildings, land) or vehicles.

## **1.09 DISCIPLINARY ACTION RELATING TO SAFETY AND WORK- RELATED EMPLOYEE ACCIDENTS AND MOTOR VEHICLE ACCIDENTS**

### **PURPOSE:**

To implement efficient procedures to curb resource waste and policy abuse.

The purpose of this policy is to:

- foster consistent and equitable treatment of employees who violate established protocols, rules and regulations.
- provide a structural process for necessary disciplinary action commensurate with the gravity of the offense.

- address the issue of recidivism via establishment & implementation of a proactive disciplinary approach.
- support employee improvement through clear feedback and expectations
- protect the county from legal and compliance risks by documenting disciplinary actions properly.

This policy is not meant to be punitive – it’s intended to protect the integrity of our culture and help employees succeed in their roles.

## **SCOPE**

This policy and directives are applicable to all Ector County Departments.

## **COMPLIANCE AND EQUAL TREATMENT**

This policy complies with all applicable employment laws and regulations, including those related to discrimination, retaliation, and employee rights.

Ector County is committed to equitable treatment of all employees, regardless of race, gender identity, disability, age, sexual orientation, religion, or any other protected characteristic. Disciplinary decisions will be based solely on facts, behavior, and documented performance.

## **PROCEDURES**

The Safety and Risk Management Department under the auspices of Human Resources is assigned the role and responsibility of coordinating and implementing risk management protocol, classifying risk, and promoting accountability via utilization of a penalty point system to regulate and penalize driving behavior. When a driver commits a traffic violation or is found at fault in a collision or other driving-related incident, he or she is assessed a specific number of points (demerits) which are recorded in an “Accumulation of Points” spreadsheet.

### **Key Aspects of Incident Review Committee**

- A. The Incident Review Committee comprised of a chairperson and 4 to 6 members representing a variety of departments and classifications shall review and monitor reportable employee injury incidents and MVA’s. Points will be assigned for any infractions committed in violation of “Point Assessment of Safety Rules Violations” and “Point Assessment for Vehicle Incidents” per ***1.09 DISCIPLINARY ACTION RELATING TO SAFETY AND WORK-RELATED EMPLOYEE ACCIDENTS AND MOTOR VEHICLE ACCIDENTS*** policy.
- B. The committee shall consist of representatives from the following departments: Law Enforcement, Public Works, Human Resources or any other department willing to serve.
- C. Any committee member that is directly involved in an incident before the Incident Review Committee shall recuse themselves from all presentations, discussions, deliberations, and decisions of the committee unless the committee requests they appear before the committee.

- D. The committee shall convene on at least a monthly basis – the last Wednesday of the month – if any incidents were reported for that month.
- E. The committee members will review documentation submitted by the Department Directors and/or Department Supervisors regarding any reportable injury incidents and/or MVA's. Documentation may be comprised of written statements, photographs, official crash reports (Department of Public Safety or Odessa Police Department), witness statements, etc. The chairperson will request additional documentation if it is determined that there is insufficient information to make a rational, conscientious, well-informed decision on a particular matter or incident. The committee recognizes that the quality of decisions often depends on the quality of the deliberation process. Possessing sufficient information aligns with that premise.
- F. The committee may exercise the option of requesting that the operator of the motor vehicle and/or any witnesses or other participants appear before the committee to procure supplemental relevant information.
- G. The committee will deliberate in closed forum to determine if points will be assigned to any employee (s) for any infraction or violation under consideration. Committee members in attendance will indicate the number of points assigned, if any, and specify the violation committed as per: Point Assessment of Safety Rules Violations & Point Assessment for Vehicle Incidents.
- H. The chairperson shall submit written correspondence (Points Letter) to the recipients of points – specifying the number of points assigned, as well as the infraction committed, along with a copy of: Point Assessment of Safety Rules Violations & Point Assessment for Vehicle Incidents. Points Letter will designate the following at the bottom of the page: "Should you wish to appeal this decision; you should make a written request for appeal within 5 business days from receipt of this letter. Scheduling permitting, your appeal will be reviewed by the Appellate Board prior to the next regularly scheduled Incident Review Committee meeting."
- I. The chairperson shall also submit a copy of Points Letter (s) submitted to recipients of Points Letters as well as a copy of: Point Assessment of Safety Rules Violations & Point Assessment for Vehicle Incidents with applicable infraction highlighted to the employee's respective Department Director for his/her files.

**WORK RELATED INJURIES DISCIPLINARY ACTION TABLE**

This table defines the point values and corresponding disciplinary actions recommended.

<u>POINT ACCUMULATION</u>	<u>DISCIPLINARY ACTION</u>
2 points	Counseled by Supervisor Submit documentation to HR Director.
4 points	Counseled by Department Director Documentation of session officially filed.
6 points	Department Director presents Letter of Reprimand to Employee.
8 points	Department Director presents Letter of Reprimand to Employee & Penalty of 1-3 days off without pay.
10 points	Department Director presents Letter of

	Reprimand to Employee & Penalty of 3-5 days off without pay.
12 points	Department Director presents Letter of Reprimand to Employee & Penalty of 10 days off without pay and possible termination.
14 points	Dismissal

**POINT ASSESSMENT OF SAFETY RULES VIOLATIONS**

<b>Description</b>	<b>Point Assessment</b>
Violation of Safety Procedure	3
Engaged in Unsafe act	4
Improper or Intentional Misuse of Equipment	4
Failure to instruct and/or train employee on proper utilization of equipment	3
Damage to property – unspecified cause	3
Employee Negligence	4
Other	2

**POINT ASSESSMENT FOR VEHICLE INCIDENTS**

<b>Description</b>	<b>Point Assessment</b>
Violation of safety rule	3
Non-moving traffic violation	3
Failure to observe fixed object	4
Failure to utilize Defensive Driving Rules	4
Improper loading/unloading/securing of loads	4
Improper use of equipment/negligence	5

Moving Traffic Violation	6
Unsafe backing/improper lookout	4
Other	2

**POINT ASSESSMENT FOR OPERATION OF A MOTOR VEHICLE WHILE:**

Under the influence of alcohol, marijuana, opioids, methamphetamines, and/or any other illicit drug or any potentially impairing substance – prescribed or OTC	14
--	----

**POINT ASSESSMENT FOR VEHICLE DAMAGE**

<b>Cost of Repairs/Cost of Replacement</b>	<b>Point Assessment</b>
a. \$0.00 - \$5,000.00	1
b. \$5,001.00 - \$10,000.00	2
c. \$10,001.00 - \$15,000.00	3
d. Ea. \$1,000.00 above \$15,000.00: one (1) additional point [not to exceed seven (7) points for this category]	

**POINT ASSESSMENT FOR DAMAGE TO PROPERTY &/OR UNLICENSED EQUIPMENT (Not owned by County)**

<b>Cost of Repairs/Cost of Replacement</b>	<b>Point Assessment</b>
a. \$0.00 - \$500.00	1
b. \$501.00 - \$2,500.00	2
c. \$2,501.00 - \$4,500.00	3
d. Ea. \$1,000.00 above \$4,500.00: one (1) additional point [not to exceed six (6) points for this category]	

**DISCIPLINARY ACTION**

The Department Director should impose the recommended action dictated by the Disciplinary Action Table. The Department Director may at his/her discretion conduct a general “individualized assessment” of the employee’s work history including but not limited to length of service, past performance, if a highly valued employee, prior disciplinary record or lack thereof, and other work-related factors. The Director shall submit notice to the committee when deciding *not* to impose the recommended action.

## EMERGENCY OPERATION OF LAW ENFORCEMENT VEHICLES

The patrol deputy operating an authorized emergency vehicle (patrol unit) during a motor vehicle pursuit shall drive with due regard for the safety of all citizens and is responsible for the consequences of reckless disregard for the safety of others. While engaged in the motor vehicle pursuit, the operator of the patrol unit shall reduce speed at all street intersections, i.e., proceed beyond a **STOP** signal or sign *only after* decelerating as necessary for safe operation, which may necessitate a complete stop to ensure the intersection is safe and clear.

The mission of apprehension cannot be accomplished if the patrol unit is involved in a vehicular collision. The utilization of a siren or emergency lighting does *not* negate the need for cautious defensive driving. Safety is paramount.

## COMMUTING VALUE RULE

Pursuant to Publication 15-B, Employer's Tax Guide to Fringe Benefits 2010, personal use of a County-owned vehicle is considered a taxable fringe benefit to an employee, unless the personal use is excludable because it is a de minimis benefit or qualifies as a non-personal use vehicle.

Personal use includes commuting to and from work in a County-owned vehicle, even if the vehicle is taken home for the convenience of the employer and is required by the employer. The value of the fringe benefit must be included in wages and is subject to income, Social Security and Medicare tax withholding. The taxable value of the personal use of a County-owned vehicle provided to the employee may be calculated by using the "commuting value rule" unless the employee is an Elected Official. The commuting value rule is an amount of \$3.00 per day or \$1.50 per one-way commute (home to work or work to home).

However, certain County-owned vehicles qualify as non-personal use and are considered a working condition fringe benefit. This value can be excluded from employee income. The following are qualified non-personal use vehicles:

- a. Clearly marked sheriff, fire and public safety officer vehicles. The vehicle is clearly marked if "through a painted insignia or words it is readily apparent the vehicle is a sheriff or fire vehicle." Government license plates do not satisfy this requirement.
  1. The employee must always be on call.
  2. The employee must be required to use the vehicle for commuting.
  3. Personal use of the vehicle is prohibited, other than commuting, outside the assigned jurisdiction.
  4. The employee must be a full-time law enforcement officer authorized to carry firearms, execute warrants, and make arrests or the employee must be a full-time fire fighter.
- b. Unmarked vehicles used by law enforcement officers.
  1. The employer is a governmental entity responsible for crime investigation or crime prevention.
  2. The employee is a full-time law enforcement officer authorized to carry a firearm, execute search warrants and make arrests.
- c. An ambulance or hearse used for its specific purpose.
- d. Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds.
- e. Delivery trucks with seating for the driver only, or driver plus a folding jump seat.
- f. A passenger bus with a capacity of at least 20 passengers used for its specific purpose.
- g. School buses.

h. Tractors and other special purpose farm vehicles.

Law enforcement "always on call" means a law enforcement officer that is expected to respond to an after-shift call (dispatch) to report to duty at a location other than the regular work site. The law enforcement officer has no prior knowledge of when a call to duty may occur, what the call to duty may involve, nor the reporting location of the call to duty. Employees who are asked to stay late, return early or are called in to their normal workstation, when they are off duty, to assist with a problem at work are working a modified shift schedule or are working overtime. These events do not qualify the employees as "always on call."

**ROCKWALL COUNTY**  
**POLICY ON COUNTY VEHICLES**

County vehicles are provided to certain County officials and employees to conduct County business and efficiently carry out their assigned duties.

Any employee violating this policy may be subject to disciplinary action up to and including termination.

The Rockwall County Vehicle Use Policy regulates the use of County-owned vehicles and the use of privately owned vehicles on official County business.

**GENERAL USE**

It is the responsibility of the Commissioners Court to establish a policy that is functional for the entire County. It is the responsibility of the Elected Officials and Department Heads to ensure that the policy is followed and enforced. It is the responsibility and obligation of the employee to follow the rules established to minimize County exposure to accidents and damage to County property.

Rockwall County may provide a County vehicle to a County employee to use for County business. County-owned vehicles will be issued at the discretion of the Department Head or designated staff member. A County vehicle is County property and a County employee assigned to a County vehicle (operator) must follow all rules and regulations of the County and of their individual departments. The operator will be expected to display prudent behavior when operating and maintaining an assigned County vehicle or a privately owned vehicle used in the conduct of official County business. Furthermore the operator must abide by all applicable State law and Federal law.

- a. Operators of County-owned vehicles must maintain a valid State of Texas driver's license.
- b. All operators of County-owned vehicles are to report any moving violations while driving a County-owned vehicle to their Department Head and/or the County's Risk Manager (Human Resources Department) immediately. In the event the operator does not have a superior then the operator shall report to the County's Risk Manager. Any operator whose license is suspended or revoked must notify his supervisor and/or County's Risk Manager immediately and cease operating the assigned County-owned vehicle.
- c. The County may inquire periodically on the driving record of each operator who has driving responsibilities in vehicles owned by Rockwall County.
- d. All operators' assigned County-owned vehicles are responsible for maintaining the entire vehicle in a clean condition and will ensure the vehicle receives preventative maintenance, including vehicle inspections and registration. If there is evidence of damage to the vehicle, the operator will make a written report to their immediate supervisor and/or to the County's Risk Manager. Any vehicle found to be unsafe will not be driven.

**ROCKWALL COUNTY**  
**POLICY ON COUNTY VEHICLES**  
**(Continued)**

- e. Excluding law enforcement officers, all operators of County-owned vehicles shall not transport unauthorized individuals at any time. Authorized personnel may be transported only with the explicit authorization of the employee's supervisor. Operators are not permitted to transport family members, friends or neighbors except during a state of imminent danger. Hitchhikers are not permitted to ride in County-owned vehicles.
- f. No operator or passenger is permitted to use tobacco products in a County-owned vehicle. Nor are alcoholic beverages permitted in County-owned vehicles at any time. Law enforcement personnel may transport alcoholic beverages or drugs that have been lawfully confiscated.
- g. Operators are required to secure all equipment that may be in a County-owned vehicle while left unattended. If there is a question about what would be considered "reasonable precaution" regarding unattended equipment, employees should consult their immediate supervisor. All parked vehicles shall be locked at all times and parked in well-lighted areas when possible. The internal policy of the Rockwall County Sheriff's Office regarding the security of County-owned vehicles assigned to said department, shall supersede this paragraph when applicable.
- h. Excluding law enforcement officers, all County-owned vehicles will not leave the County except on County business. Operators will obtain permission from their immediate supervisor before taking the vehicle out of the County.
- i. County law enforcement personnel deemed "on-call" may take their County-owned vehicles home overnight, if authorized by the County Sheriff's Office. The County-owned vehicle will only be used to transport the employee from his home to his duty station; then back to his home. Personal use, other than de minimis use of the vehicle is prohibited. Refer to Section F on De Minimis Transportation Benefits.

**COMMUTING VALUE RULE**

Pursuant to Publication 15-B, Employer's Tax Guide to Fringe Benefits 2010, personal use of a County-owned vehicle is considered a taxable fringe benefit to an employee, unless the personal use is excludable because it is a de minimis benefit or qualifies as a non-personal use vehicle.

Personal use includes commuting to and from work in a County-owned vehicle, even if the vehicle is taken home for the convenience of the employer and is required by the employer. The value of the fringe benefit must be included in wages and is subject to income, Social Security and Medicare tax withholding. The taxable value of the personal use of a County-owned vehicle provided to the employee may be calculated by using the "commuting value rule" unless the employee is an Elected Official. The commuting value rule is an amount of \$3.00 per day or \$1.50 per one-way commute (home to work or work to home).

However, certain County-owned vehicles qualify as non-personal use and are considered a working condition fringe benefit. This value can be excluded from employee income. The following are qualified non-personal use vehicles:

- a. Clearly marked police, fire and public safety officer vehicles. The vehicle is clearly marked if "through a painted insignia or words it is readily apparent the vehicle is a police or fire vehicle." Government license plates do not satisfy this requirement.

**ROCKWALL COUNTY**  
**POLICY ON COUNTY VEHICLES**  
**(Continued)**

1. The employee must always be on call.
  2. The employee must be required to use the vehicle for commuting.
  3. Personal use of the vehicle is prohibited, other than commuting, outside the assigned jurisdiction.
  4. The employee must be a full-time law enforcement officer authorized to carry firearms, execute warrants, and make arrests or the employee must be a full-time fire fighter.
- b. Unmarked vehicles used by law enforcement officers.
1. The employer is a governmental entity responsible for crime investigation or crime prevention.
  2. The employee is a full-time law enforcement officer authorized to carry a firearm, execute search warrants and make arrests.
- c. An ambulance or hearse used for its specific purpose.
- d. Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds.
- e. Delivery trucks with seating for the driver only, or driver plus a folding jump seat.
- f. A passenger bus with a capacity of at least 20 passengers used for its specific purpose.
- g. School buses.
- h. Tractors and other special purpose farm vehicles.

Law enforcement "always on call" means a law enforcement officer that is expected to respond to an after shift call (dispatch) to report to duty at a location other than the regular work site. The law enforcement officer has no prior knowledge of when a call to duty may occur, what the call to duty may involve, nor the reporting location of the call to duty. Employees who are asked to stay late, return early or are called in to their normal work station, when they are off duty, to assist with a problem at work are working a modified shift schedule or are working overtime. These events do not qualify the employees as "always on call".

**DISTRICT ATTORNEY**

District Attorney's office issued County-owned vehicles are considered a law enforcement tool but will not be assigned to an employee for commuting purposes. It is recognized and accepted that normal wear will occur during the working use of the vehicle. It is recognized that operation of vehicles in a law enforcement setting raises the possibility of accident, theft, criminal mischief, etc. At no time will any County-owned vehicle operated by the District Attorney's office be defined as an "authorized emergency vehicle". All incidents and accidents shall be reported directly to the County's Risk Manager.

**MULTI OPERATORS**

County-owned vehicles that are for assigned use by numerous County employees should be inspected prior to operation to insure that it is safe to drive by each operator. This is to include the headlights, turn signals, brakes and brake lights, windshield wipers, horn, steering, tire pressure and any other feature which may affect the safe operation of a vehicle. When a vehicle is considered to be unsafe, or in need of repair it will be immediately reported to an operator's supervisor. Safety belts shall be worn at all times by the driver and all passengers.

**ROCKWALL COUNTY**  
**POLICY ON COUNTY VEHICLES**  
**(Continued)**

**PRIVATE VEHICLE USE**

Certain County employees, authorized by their Department Head or designee, are eligible to use their privately-owned vehicle in the conduct of official County business when the duties of that position requires use of a vehicle and a County-owned vehicle is unavailable, not assigned or inappropriate. Prior approval of the immediate supervisor is required to use a privately owned vehicle in the conduct of County business for which mileage reimbursement is to be requested. Those employees authorized to drive their private vehicle shall be reimbursed at the current approved mileage rate determined by the Internal Revenue Service and approved and set by the Commissioners Court of Rockwall County. Reimbursements for allowable business travel are excludable from the wages of the employee.

This reimbursement does not apply to County officials or employees currently receiving approved car allowances, unless travel is outside of Rockwall County. Commuting expenses incurred in traveling between the employee's residence and County office or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable.

If a personal vehicle is to be used for county business, the employee shall maintain a valid Texas Driver's License, auto insurance in accordance with state law, provide proof of insurance upon request, and maintain the vehicle's operating condition in accordance with all State and Federal Laws and Regulations.

**DE MINIMIS TRANSPORTATION BENEFIT**

The value of a de minimis transportation benefit provided to an employee can be excluded from the employee's wages. A de minimis transportation benefit is any transportation benefit which an employer provides to an employee that has so little value that accounting for it would be unreasonable or administratively impractical. An example of a de minimis transportation benefit might be a stop for a personal errand on the way between work and the employee's home or small personal detour while on business such as driving to lunch while out of the office on County business.

**ADDITIONAL REQUIREMENTS AND RESTRICTIONS RELATED TO COUNTY VEHICLES**

An employee whose job involves operation of a vehicle requiring a license for its legal operation shall be subject to possible job change or termination if that license is suspended or revoked.

An employee whose job involves operation of a vehicle requiring a license for its legal operation, but who is deemed uninsurable by the County or the County's vehicle insurance carrier even though the employee's license has not been revoked or suspended, shall be subject to possible job change, demotion or termination.

Employees will be personally responsible for any fines incurred as a result of a driving or parking violation while driving a County vehicle.

Personal use of County vehicles shall not be permitted other than de minimis use of the vehicle and commuting where approved. County vehicles shall not be operated by non-County employees.

**Policy D.12**  
**Effective December 13, 2016**

**ROCKWALL COUNTY**  
**POLICY ON COUNTY VEHICLES**  
**(Continued)**

**REPORTING OF ACCIDENTS**

Any employee involved in an accident while operating a County vehicle shall immediately report the accident to the proper law enforcement authority and his/her supervisor.

All accidents are to be reported to the Human Resources/Risk Management Department within 24 hours of the incident. Additionally, official accident reports, the employee's narrative and estimates of damage are to be submitted in a timely manner to Human Resources/Risk Management.

Human Resources/Risk Management will then administer all claims.

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 10th day of February 2026, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	005-810-5501	ROW Land Acquisition	15,068
FROM:	005-810-5241	Road Maintenance	15,068

This request is made for the following reasons:  
ROW Land Acquisition for 3rd St Project

APPROVED AND SIGNED this the 10th of February 2026.

\_\_\_\_\_  
ECTOR COUNTY JUDGE

\_\_\_\_\_  
ATTEST: ECTOR COUNTY CLERK

\_\_\_\_\_  
TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: \_\_\_\_\_

JOURNAL ENTRY NO: \_\_\_\_\_

ENTRY MADE BY: \_\_\_\_\_

BUDGET ADJUSTMENT NO: \_\_\_\_\_

AGENDA ITEM # 25a

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 10th day of February 2026, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-394-5507	Special Departmental Equipment	65
FROM:	001-394-5183	Law Enforcement Supplies	65

This request is made for the following reasons:  
Amend for Equipment

APPROVED AND SIGNED this the 10th of February 2026.

\_\_\_\_\_  
ECTOR COUNTY JUDGE

\_\_\_\_\_  
ATTEST: ECTOR COUNTY CLERK

\_\_\_\_\_  
TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: \_\_\_\_\_

JOURNAL ENTRY NO: \_\_\_\_\_

ENTRY MADE BY: \_\_\_\_\_

BUDGET ADJUSTMENT NO: \_\_\_\_\_

AGENDA ITEM # 25b

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 10th day of February 2026, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	002-830-5507	Special Departmental Equipment	5,338
FROM:	002-830-5245	Sign Materials & Supplies	5,338

This request is made for the following reasons:  
Amend for Solar Powered Radar Sign

APPROVED AND SIGNED this the 10th of February 2026.

\_\_\_\_\_  
ECTOR COUNTY JUDGE

\_\_\_\_\_  
ATTEST: ECTOR COUNTY CLERK

\_\_\_\_\_  
TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: \_\_\_\_\_

JOURNAL ENTRY NO: \_\_\_\_\_

ENTRY MADE BY: \_\_\_\_\_

BUDGET ADJUSTMENT NO: \_\_\_\_\_

AGENDA ITEM # 25C

Proposal for:  
Ector County Texas  
*Jail Security Upgrades*

1/16/2026



**Driven Security**

Nashville | Austin | Huntsville | Tampa | Phoenix

Agenda item #26

## Scope of Work

### Hardware & Licenses

Ector County - 790 total cameras, 26 viewing stations (monitors and mounts by others), and 5 existing doors of access control moved over to new Verkada controllers with a 10-year manufacturer's hardware warranty on Verkada devices and a 90 day labor warranty. 60 days of onboard storage is provided on interior and exterior cameras. 30 days of camera cloud storage is included (pricing available upon request for additional cloud storage). Unlimited backups for camera archives. Based upon information provided during the site walk, we have assumed that all camera locations reflected below are existing and are currently functioning with a POE line ran to each location other than approximately 20 new locations. We will be reusing these cables. No new cable runs are included in this proposal for cameras other than the 20 new locations. It is assumed that all existing POE switches are functioning properly and provide sufficient power to support the cameras provided below.

#### Verkada Camera Hardware & Licenses:

• CD63-1TBE-HW	Outdoor 4k Dome	qty	59
• CD62-60-HW	Indoor 4k Dome	qty	660
• CF83-1TBE-HW	Outdoor Fisheye	qty	65
• CH63-4TBE-HW	Outdoor Multisensor	qty	6
•	Viewing Station	qty	26
•	Camera License	qty	784
•	Multisensor License	qty	6

Links to Product Information

- [Verkada Dome Series](#)
- [Verkada Mini Series](#)
- [Verkada Multisensor Series](#)
- [Verkada Fisheye Series](#)

#### Verkada Access Control Hardware & Licenses:

• AC42-HW	Four Door Controller	qty	2
• AD64-HW	Keypad Card Reader	qty	5
• ACC-BAT-4AH	4AH Backup Battery	qty	2
•	Door License	qty	5

Links to Product Information

- [Verkada Access Control](#)

### Pricing Breakdown

(Pricing includes software licensing for all provided devices per the term selected below. Recurring license pricing is subject to change and the renewal amount would be based upon the current pricing at the time of the renewal. The longest term that your current budget can support to lock in your pricing is recommended.)

- 5 Year License Option: \$ 2,138,684.00
- or
- 10 Year License Option: \$ 2,720,739.00

## **Driven Security**

Nashville | Austin | Huntsville | Tampa | Phoenix

## Qualifications & Exclusions:

- Pricing is valid for 30 days from the date of this proposal and per the lump sum provided above. Any unit or breakdown pricing provided is for reference only and shall not be used to revise the total.
- Pricing is without bond and assuming that your organization is exempt from sales tax. If your organization is not tax exempt, please add applicable local sales tax to these prices.
- **This proposal utilizes TIPS Purchasing Cooperative organization.**
- One mobilization is included in this price.
- Device counts and locations are per the floor plans provided. We are assuming that all existing cabling and hardware is in good working order and will be reused. Any new run locations must be finalized before mobilization to the site.
- If a device is to be installed in an elevator, owner to coordinate with their elevator vendor to be onsite for our installation and to provide the necessary wiring in the elevator cab and equipment room at their expense.
- No electrical or demo work is included in our scope. A power outlet will be required at each location of door controllers and external power supplies. Outlet to be provided and installed by a licensed electrician or the facilities maintenance team. If any additional fees or permits are required other than those included above, they shall be coordinated and paid for by the owner.
- It is assumed that cable pathways already exist and will be used for this installation. Additional Cable supports will not be installed unless noted above. No new conduit is included. Firewall penetrations by others.
- No wireless bridges or access points are included unless noted above. If included, it is the responsibility of the owner to ensure that an adequate mounting location is provided with a clear line of site to each point to point device with power available at each end of the shot.
- It is assumed that the facility has an adequate network infrastructure with sufficient internet bandwidth to support this installation to include fiber internet connections at switch locations (provided by the facility) unless noted above.
- It is recommended that the customer's IT team create a VLAN for the new camera system.
- It is assumed that POE+ ports are available and configured for all new required network connections (one per device).
- New CAT6 riser rated cabling will be provided at all new camera/sensor/alarm panel locations & door controllers unless noted above. One new composite access control cable will be provided to each new door location unless noted above. No trenching or below grade cabling is included unless noted above.
- If existing coax cabling is encountered, a coax to POE converter will be provided and installed at an additional cost unless noted above.
- If there are existing access-controlled doors, it is assumed that all existing door hardware (mags, PTE, motion, strikes, etc.) is in good working order and will be reused with the new door controllers. It is also assumed that all existing hardware and power supplies terminate at the same location (no new wiring required).
- Door operators and gate motors/controllers by others.
- Driven's lead technician will be granted org admin access to the customer's existing account. If a customer does not have an account, Driven will set up the account and provide training as required.
- If hardware is provided by others, it shall be delivered to the site and inventoried prior to our arrival.
- No integration into existing systems or camera call ups are included unless noted above
- This system is being installed per the direction of the owner. The owner shall be responsible for all coordination with the fire marshal and their existing fire alarm vendor for compliance with all applicable codes. A fire alarm interface (FAI) is available on the multi-door controllers if integration into the fire alarm system is required.
- Any additional work not described above that is requested by the owner shall be performed on a time and material basis and a change order shall be issued for that work. This additional work shall include any rework, relocating of cameras, or adjusting camera shots after the initial installation.
- Upon acceptance of the proposal, the initial invoice will be submitted for the value of all hardware, materials, and mobilization. The remainder of the project will be billed monthly based on the percentage of the project that is complete at that time.

## **Driven Security**

Nashville | Austin | Huntsville | Tampa | Phoenix

Thank you for the opportunity to provide this proposal to your organization.  
In addition to the items quoted above, below is a full list of our products & services:

- Video Security (Cameras)
- Access Control
- Video Intercoms
- Alarms
- Air Quality Sensors
- Workplace Management (Visitor & Mailroom)
- Locking Control Systems / PLC's
- Structured Cabling & Low Voltage
- Ceia Metal Detectors:
  - OPENGATE, Walk-Through, Hand Held
- ZeroEyes AI Weapons Detection
- All-in-One Mobile Surveillance Units
- Window Security Films
- Perimeter & Specialty Fencing
- Barricades
- Security Assessments / Consulting / Training

Please let us know if you have any questions on this proposal or would like additional information on any of the items noted above.

Sincerely,

**Driven Security**

**Max Conway**

*(823) 257-2286*

*Regional Sales Manager of Driven Security*

[max@drivenlocks.com](mailto:max@drivenlocks.com)

**Shea Pope**

*(615) 772-7171*

*Owner of Driven Security*

[shea@drivenlocks.com](mailto:shea@drivenlocks.com)

**Adam Birdwell, PE**

*(615) 533-4503*

*Owner of Driven Security*

[adam@drivenlocks.com](mailto:adam@drivenlocks.com)

**Acceptance of Proposal:**

This quote has been approved by *Ector County* per the signature below. This signature from its authorized representative releases us to proceed with the above described scope of work. It shall serve as a binding agreement with *Ector County* and Driven Security for the above proposal.

Name / Title:

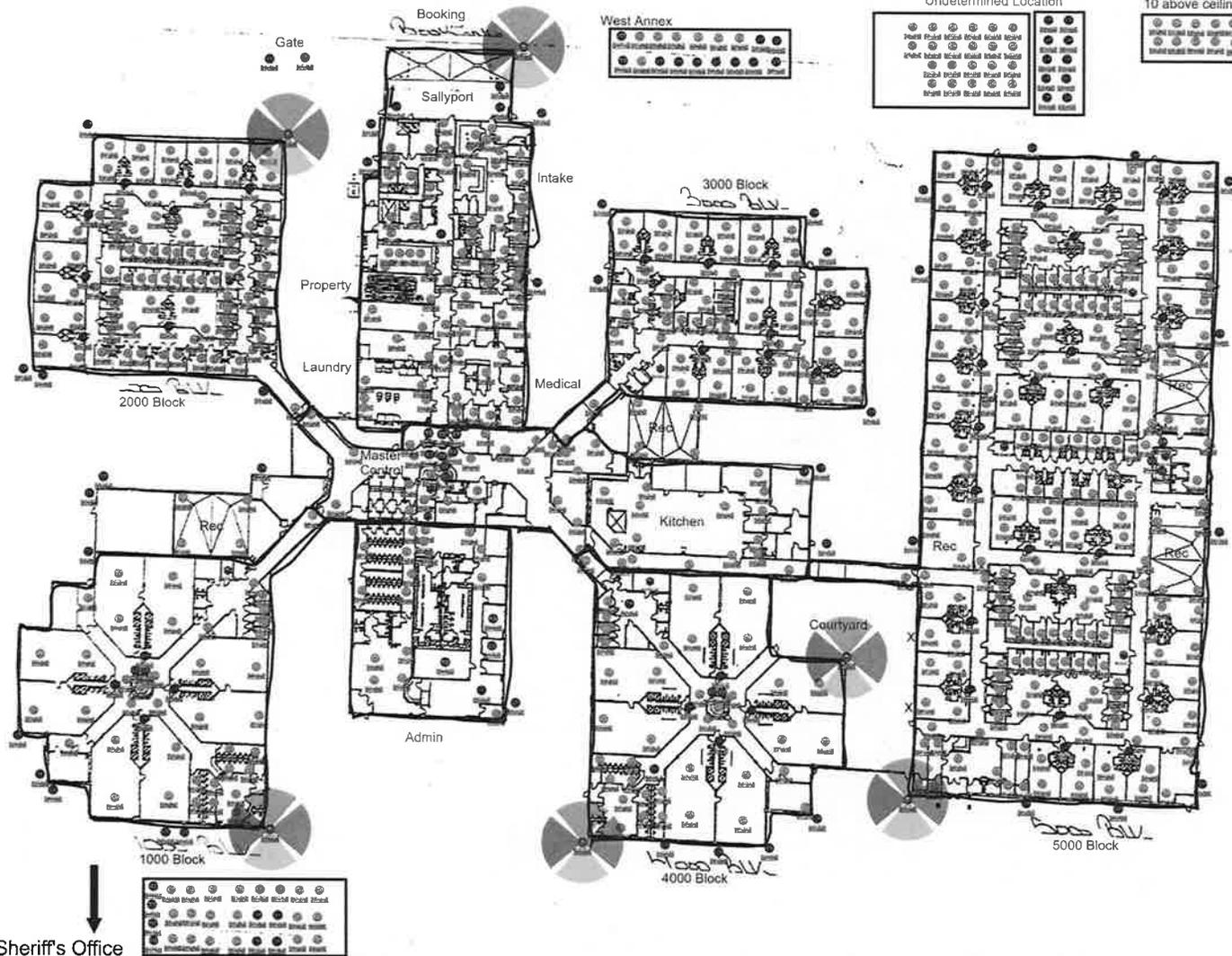
\_\_\_\_\_

Signature:

\_\_\_\_\_

**Driven Security**

Nashville | Austin | Huntsville | Tampa | Phoenix



Information Technol	
	RACK
Video Surveillanc	
	FCAM CD62
	FCAM CF83-E
	FCAM CD63-E
	VWAL Viewing Sta
	MCAM CH63-I

Driven Security  
Adam Birdwell  
Ector County, TX

**Ector County TX**  
**Sheriff's Office - Jail**

1/16/2026

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 10th day of February 2026, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-690-5161	Educational Travel	2,000
	001-690-5171	Office Supplies	4,567
	001-690-5185	Library Supplies	662
	001-690-5199	Dept Furniture & Equipment	2,652
	001-690-5201	New Books	211
	001-690-5207	Subscriptions	150
	001-4171	Donated Revenues	10,242

FROM:

This request is made for the following reasons:

~~Amend for Solar Powered Radar Sign~~  
Amend Friends Grant

APPROVED AND SIGNED this the 10th of February 2026.

\_\_\_\_\_  
ECTOR COUNTY JUDGE

\_\_\_\_\_  
ATTEST: ECTOR COUNTY CLERK

\_\_\_\_\_  
TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: \_\_\_\_\_

JOURNAL ENTRY NO: \_\_\_\_\_

ENTRY MADE BY: \_\_\_\_\_

BUDGET ADJUSTMENT NO: \_\_\_\_\_

Agenda item #: 27

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 10th day of February 2026, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-470-5283	Software Maintenance Contracts	134,500
FROM:	001-3310	Unreserved Fund Balance	134,500

This request is made for the following reasons:  
Amend for Woolpert/CityWorks

APPROVED AND SIGNED this the 10th of February 2026.

\_\_\_\_\_  
ECTOR COUNTY JUDGE

\_\_\_\_\_  
ATTEST: ECTOR COUNTY CLERK

\_\_\_\_\_  
TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: \_\_\_\_\_

JOURNAL ENTRY NO: \_\_\_\_\_

ENTRY MADE BY: \_\_\_\_\_

BUDGET ADJUSTMENT NO: \_\_\_\_\_

AGENDA ITEM # 28